

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

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-001-24HB	B2 Design & Media Group f/s/o Twisted Gypsy	Twisted Gypsy performing at the Hangar	Fair Time	08/16/24		\$4,000.00
SA-002-24HB	Start Making Sense LLC f/s/o Start Making Sense	Start Making Sense performing at the Hangar	Fair Time	07/19/24		\$9,000.00
SA-003-24HB	DMH Enterprises f/s/o Queen Nation	Queen Nation performing at the Hangar	Fair Time	08/07/24 - 08/08/24		\$20,000.00
SA-005-24HB	Dead Man's Party Inc. f/s/o Dead Man's Party	Dead Man's Party performing at the Hangar	Fair Time	07/24/24		\$6,000.00
SA-006-24HB	Lawrence Isenberg f/s/o Which One's Pink?	Which One's Pink? performing at the Hangar	Fair Time	08/10/24		\$7,500.00
SA-007-24HB	Alfredo Morales f/s/o Devotional	Devotional performing at the Hangar	Fair Time	08/15/24		\$4,000.00
SA-009-24GE	MS Soul Management, LLC f/s/o Mike Staggs and the Soul Band	Mike Staggs and the Soul Band performing at Baja Bar & Grill	Fair Time	08/07/24 - 08/11/24		\$2,250.00
SA-010-24GE	Ian Hanigan f/s/o Common Chords	Common Chords performing at Baja Bar & Grill	Fair Time	07/31/24 - 08/04/24		\$3,250.00
SA-012-24YR	Executive Envelope & Printing Solutions Inc.	Printing services for marketing material	Fair Time and Year Round	1/1/24-12/31/24		\$35,441.00

**Amendments (Exercise Option)**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-005-21MB (Amend. #3)	Lisa Sexton	Second option year for marketing and talent booking for Pacific Amphitheatre	Fair Time	01/01/21 - 12/31/24		\$255,122.00
SA-096-22FT (Amend. #1)	RK Diversified Entertainment, Inc.	First option year for video production services at Pacific Amphitheatre	Fair Time	05/01/22 - 12/31/24		\$310,881.00
SA-008-23SP (Amend. #2)	Davis Elen Advertising on Behalf of the Southern California Toyota Dealers	Sponsorship	Fair Time	1/19/23-8/31/24	\$206,000.00	

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-001-24HB**

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

**B2 DESIGN & MEDIA GROUP F/S/O TWISTED GYPSY**

2. The term of this **08/16/2024** through **08/16/2023** FED ID:

3. The maximum amount **\$4,000.00** of this Agreement is:

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 “Twisted Gypsy” in The Hangar on Friday, August 16 at the 2023 OC Fair. See Page 2 for additional details.**

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 – 9

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

Pages 10 – 13

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

Pages 14 – 18

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

Pages 19 – 21

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.)

**B2 DESIGN & MEDIA GROUP F/S/O TWISTED GYPSY**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Billy M. Blair, Owner**

CONTRACTOR BUSINESS ADDRESS

**312 Anacapa Drive, Camarillo, CA 93010**

**(805) 341-1229 b2designgroup@sbcglobal.net**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development 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.)

### CONTRACT REPRESENTATIVES:

32nd District Agriculture Association  
 Name: Jeff Willson  
 Title: Entertainment Supervisor  
 Phone number: (714) 708-1878

B2 Design & Media Group  
 Name: Billy M. Blair  
 Title: Owner  
 Phone number: (805) 341-1229

### CONTRACTOR AGREES:

#### Performance

1. To provide the performance group “Twisted Gypsy” on Friday, August 16, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

#### Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

#### Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

#### Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

#### Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

## EXHIBIT A – SCOPE OF WORK (CONT.)

### Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

### Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

### Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

### Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

### Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for show(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**DISTRICT AGREES:****Payment**

1. To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Friday, August 16, 2024.

**Operations / Production**

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

**Accommodations**

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

**Credentials**

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

**Event Marketing**

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Friday, August 16, 2024.

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 Friday, August 16, 2024, 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 lesser 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 – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is 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**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

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

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREETS**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor'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 Contractor at the Contractor's expense from the on-site caterer. 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.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

### **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

#### **FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

#### **WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to 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.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

#### **COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

### **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

#### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

#### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

#### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

#### **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.

#### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor 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 Contractor on the preprinted blank line on the first page.

**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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

### **8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-002-24HB**

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

**START MAKING SENSE LLC F/S/O START MAKING SENSE**

2. The term of this **07/19/2024** through **07/19/2024** FED ID:

3. The maximum amount **\$9,000.00 (\$7,500.00 FLAT plus Production Buyout)** of this Agreement is: **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 “Start Making Sense” in The Hangar on Friday, July 19 at the 2024 OC Fair. See Page 2 for additional details.**

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 – 9

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

Pages 10 – 13

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

Pages 14 – 18

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

Pages 19 – 21

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.)

**START MAKING SENSE LLC**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Phil Simon, Acting Agent**

CONTRACTOR BUSINESS ADDRESS

**Simon Says Booking**

**823 Orange Road, Warwick, MA 01378**

**(978) 544-5110 phil@simonsaysbooking.com**

*California Department of General Services Use Only*

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer**

CONTRACTING AGENCY ADDRESS

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

Exempt per:

## EXHIBIT A – SCOPE OF WORK (CONT.)

### CONTRACT REPRESENTATIVES:

32nd District Agriculture Association  
 Name: Jeff Willson  
 Title: Entertainment Supervisor  
 Phone number: (714) 708-1878

Start Making Sense  
 Name: Phil Simon  
 Title: Acting Agent  
 Phone number: (978) 544-5110

### CONTRACTOR AGREES:

#### Performance

1. To provide the performance group "Start Making Sense" – a Talking Heads tribute – on Friday, July 19, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

#### Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

#### Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

#### Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

#### Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

## EXHIBIT A – SCOPE OF WORK (CONT.)

### Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

### Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

### Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

### Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

### Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for show(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**DISTRICT AGREES:****Payment**

1. To pay Contractor a total sum not to exceed NINE THOUSAND DOLLARS (\$9,000.00) (\$7,500.00 FLAT plus \$1,500.00 backline buyout) upon satisfactory completion of services herein required on Friday, July 19, 2024..

**Operations / Production**

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

**Accommodations**

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

**Credentials**

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

**Event Marketing**

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

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

District Account #:	5770-70	\$7,500.00
	5220-70	\$1,500.00

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed NINE THOUSAND DOLLARS (\$9,000.00) (\$7,500.00 FLAT plus \$1,500.00 backline buyout) upon satisfactory completion of services herein required on Friday, July 19, 2024.

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 Friday, July 19, 2024, 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 lesser 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 – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is 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**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

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

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREETS**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor'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 Contractor at the Contractor's expense from the on-site caterer. 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.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

### EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

#### **FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

#### **WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to 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.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

#### **COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

### **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

#### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

#### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

#### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

#### **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.

#### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor 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 Contractor on the preprinted blank line on the first page.

**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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-003-24HB**

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

**DMH ENTERPRISES F/S/O QUEEN NATION**

2. The term of this **08/07/2024** through **08/08/2023** **FED ID:**

3. The maximum amount **\$20,000.00 (See Exhibit B for payment details.)** of this Agreement is:

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 “Queen Nation” in The Hangar on Wednesday, August 7 and Thursday, August 8, 2024 at the OC Fair. See Page 2 for additional details.**

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 – 9

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

Pages 10 – 13

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

Pages 14 – 18

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

Pages 19 – 21

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.)

**DMH ENTERPRISES F/S/O QUEEN NATION**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**David Hewitt, Owner**

CONTRACTOR BUSINESS ADDRESS

**638 Lindero Canyon Road #240, Oak Park, CA 91377**

**(815) 388-7587 dmhemusic@yahoo.com**

**California Department of General Services Use Only**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer**

CONTRACTING AGENCY ADDRESS

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

Exempt per:

## EXHIBIT A – SCOPE OF WORK (CONT.)

### CONTRACT REPRESENTATIVES:

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

DMH Enterprises  
Name: David Hewitt  
Title: Owner  
Phone number: (815) 388-7587

### CONTRACTOR AGREES:

#### Performance

1. To provide the performance group “Queen Nation” – a tribute to Queen – on Wednesday, August 7, and Thursday, August 8, 2024.
2. To perform one (1) show each night approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

#### Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

#### Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

#### Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

#### Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**Merchandise**

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

**Video Recording**

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

**Insurance**

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

**Ticketing:**

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

**Other**

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

#### **EXHIBIT A – SCOPE OF WORK (CONT.)**

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

#### **DISTRICT AGREES:**

##### Payment

1. To pay Contractor a total not to exceed amount of TWENTY THOUSAND DOLLARS (\$20,000.00) upon satisfactory completion of work herein required on Thursday, August 8, 2024.

##### Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

##### Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

##### Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

##### Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor a total not to exceed amount of TWENTY THOUSAND DOLLARS (\$20,000.00) upon satisfactory completion of work herein required on Thursday, August 8, 2024.

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 Thursday, August 8, 2024, 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 lesser 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 – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

**SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

**CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

**PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

**PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is 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**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

**MEDIA - WEBSITE**

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

**MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREETS**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor'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 Contractor at the Contractor's expense from the on-site caterer. 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.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

**FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to 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.

**INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

**COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

**MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

**PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

**CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

**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.

**PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor 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 Contractor on the preprinted blank line on the first page.

**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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-005-24HB**

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

**DEAD MAN'S PARTY, INC. F/S/O DEAD MAN'S PARTY**

2. The term of this **07/24/2024** through **07/24/2024** **FED ID:**

3. The maximum amount **\$6,000.00** of this Agreement is:

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 “Dead Man’s Party” in The Hangar on Wednesday, July 24 at the 2024 OC Fair. See Page 2 for additional details.**

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 – 9

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

Pages 10 – 13

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

Pages 14 – 18

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

Pages 19 – 21

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.)

**DEAD MAN'S PARTY, INC. F/S/O DEAD MAN'S PARTY**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Robert Elfaizy, President**

CONTRACTOR BUSINESS ADDRESS

**119 Avenida Dolores, Apt. B, San Clemente, CA 92672**

**(949) 254-6592      vox@deadmansparty.com**

**California Department of General Services Use Only**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



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 (CONT.)

### CONTRACT REPRESENTATIVES:

32nd District Agriculture Association  
 Name: Jeff Willson  
 Title: Entertainment Supervisor  
 Phone number: (714) 708-1878

Dead Man's Party, Inc.  
 Name: Robert Elfaizy  
 Title: President  
 Phone number: (949) 254-6592

### CONTRACTOR AGREES:

#### Performance

1. To provide the performance group "Dead Man's Party" on Wednesday, July 24, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

#### Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

#### Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

#### Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

#### Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

## EXHIBIT A – SCOPE OF WORK (CONT.)

### Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

### Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

### Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

### Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

### Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for show(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**DISTRICT AGREES:****Payment**

1. To pay Contractor a total not to exceed amount of SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of work herein required on Wednesday, July 24, 2024.

**Operations / Production**

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

**Accommodations**

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

**Credentials**

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

**Event Marketing**

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

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

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor a total not to exceed amount of SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of work herein required on Wednesday, July 24, 2024.

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 Wednesday, July 24, 2024, 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 lesser 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 – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is 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**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

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

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREETS**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor'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 Contractor at the Contractor's expense from the on-site caterer. 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.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

### **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

#### **FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

#### **WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to 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.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

#### **COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

### EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

#### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

#### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

#### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

#### **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.

#### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor 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 Contractor on the preprinted blank line on the first page.

**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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-006-24HB**

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

**LAWRENCE ISENBERG F/S/O WHICH ONE'S PINK?**

2. The term of this **08/10/2024** through **08/10/2024** **FED ID:**

3. The maximum amount **\$7,500.00 (See Exhibit B for payment details.)** of this Agreement is:

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 “Which One’s Pink” in The Hangar on Saturday, August 10 at the 2024 OC Fair. See Page 2 for additional details.**

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 – 9

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

Pages 10 – 13

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

Pages 14 – 18

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

Pages 19 – 21

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.)

**LAWRENCE ISENBERG F/S/O WHICH ONE'S PINK?**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Lawrence Isenberg, Owner**

CONTRACTOR BUSINESS ADDRESS

**5331 Sadring Avenue, Woodland Hills, CA 91367**

**(818) 943-3300 lmihouse@aol.com**

**California Department of General Services Use Only**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



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 (CONT.)

### CONTRACT REPRESENTATIVES:

32nd District Agriculture Association  
 Name: Jeff Willson  
 Title: Entertainment Supervisor  
 Phone number: (714) 708-1878

Lawrence Isenberg f/s/o Which One's Pink?  
 Name: Lawrence Isenberg  
 Title: Owner  
 Phone number: (818) 943-3300

### CONTRACTOR AGREES:

#### Performance

1. To provide the performance group "Which One's Pink?" – a tribute to Pink Floyd – on Saturday, August 10, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

#### Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

#### Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

#### Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

#### Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

## EXHIBIT A – SCOPE OF WORK (CONT.)

### Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

### Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

### Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

### Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

### Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for show(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**DISTRICT AGREES:****Payment**

1. To pay Contractor a total not to exceed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon satisfactory completion of work herein required on Saturday, August 10, 2024.

**Operations / Production**

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

**Accommodations**

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for ten (10) band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

**Credentials**

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

**Event Marketing**

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

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

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon satisfactory completion of work herein required on Saturday, August 10, 2024.

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 Saturday, August 10, 2024, 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 lesser 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 – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is 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**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

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

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREETS**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor'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 Contractor at the Contractor's expense from the on-site caterer. 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.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

**FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to 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.

**INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

**COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

**MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

**PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

**CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

**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.

**PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor 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 Contractor on the preprinted blank line on the first page.

**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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-007-24HB**

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

**ALFREDO MORALES F/S/O DEVOTIONAL**

2. The term of this **08/15/2024** through **08/15/2024** **FED ID:**

3. The maximum amount **\$4,000.00** of this Agreement is:

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 “Devotional” in The Hangar on Thursday, August 15 at the 2024 OC Fair. See Page 2 for additional details.**

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 – 9

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

Pages 10 – 13

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

Pages 14 – 18

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

Pages 19 – 21

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.)

**ALFREDO MORALES F/S/O DEVOTIONAL**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Alfredo Morales, Entertainer**

CONTRACTOR BUSINESS ADDRESS

**636 ½ Spaulding Street, Los Angeles, CA 90036  
(818) 855-3734 soundsalamode@gmail.com**

*California Department of General Services Use Only*

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



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 (CONT.)

### CONTRACT REPRESENTATIVES:

32nd District Agriculture Association  
 Name: Jeff Willson  
 Title: Entertainment Supervisor  
 Phone number: (714) 708-1878

Devotional  
 Name: Alfredo Morales  
 Title: Entertainer  
 Phone number: (818) 855-3734

### CONTRACTOR AGREES:

#### Performance

1. To provide the performance group “Devotional” on Thursday, August 15, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

#### Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

#### Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

#### Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

#### Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

## EXHIBIT A – SCOPE OF WORK (CONT.)

### Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

### Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

### Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

### Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

### Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for show(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**DISTRICT AGREES:****Payment**

1. To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Thursday, August 15, 2024.

**Operations / Production**

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

**Accommodations**

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

**Credentials**

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

**Event Marketing**

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Thursday, August 15, 2024.

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 Thursday, August 15, 2024, 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 lesser 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 – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is 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**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

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

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

## EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

### **MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

### **MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

### **MEET & GREETS**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

### **PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

### **SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

### **RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

### **HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor'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 Contractor at the Contractor's expense from the on-site caterer. 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.

### **SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

### **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

#### **FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

#### **WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to 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.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

#### **COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

### **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

#### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

#### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

#### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

#### **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.

#### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor 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 Contractor on the preprinted blank line on the first page.

**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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

### **8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-009-24GE**

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

**MS SOUL MANAGEMENT, LLC f/s/o MIKE STAGGS AND THE SOUL BAND**

2. The term of this **08/07/2024** through **08/11/2024** **FED ID:**

3. The maximum amount **\$2,250.00** of this Agreement is:

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 “Mike Staggs and the Soul Band” at the 2024 OC Fair, August 7 – August 11 - See Page 2 for additional details.** Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement) Pages 9 – 12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13 – 15

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement) Pages 16 – 18

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.)

**MS SOUL MANAGEMENT, LLC f/s/o MIKE STAGGS AND THE SOUL BAND**

CONTRACTOR AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

**Olivia P. Jara, Manager**

CONTRACTOR BUSINESS ADDRESS

**16531 Elbe Circle, Huntington Beach, CA 92647  
(951) 850-1028 olivia@mssoulband.com**

**California Department of General Services Use Only**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

AUTHORIZED SIGNATURE



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 (CONT.)

#### **CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
 Name: Jeff Willson  
 Title: Entertainment Supervisor  
 Phone number: (714) 708-1878

MS Soul Management, LLC  
 Name: Olivia P. Jara  
 Title: Manager  
 Phone number: (951) 850-1028

#### **CONTRACTOR AGREES:**

1. To provide the performance group "Mike Staggs and the Soul Band," on the Baja Bar & Grill Stage from August 7 through August 11 at the 2024 OC Fair.
2. The performances shall take place on Wednesday, Thursday and Sunday from 7:00 p.m. – 10 p.m.; on Friday and Saturday, 8:00 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
10. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
12. The District reserves the right to terminate any contract at any time 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.
13. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

14. 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To waive venue merchandise split provided Contractor sells.
3. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
4. To provide all necessary credentials and parking passes at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 11 above.
5. To pay Contractor a total sum not to exceed TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) upon satisfactory completion of work herein required on Sunday, August 11, 2024.

-End Exhibit A-

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

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) upon satisfactory completion of work herein required on Sunday, August 11, 2024.

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 11, 2024, 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 lesser 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 – INSURANCE REQUIREMENTS

### California Fair Services Authority #22-01

#### **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 CFSAs Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following:
 

**\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without any Rough Stock Events**; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## II. General Provisions

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
- 2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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 (CDSA).

**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 CDSA 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 CDSA 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 CDSA Release and Waiver Form.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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.

**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 32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.**

Executed on \_\_\_\_\_, 20\_\_\_\_.

**OCFEC BUSINESS PARTNER:**

---

Signature

---

Address

---

City

---

State

---

ZIP

-End Exhibit F-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R        A        F       

AGREEMENT NUMBER

**SA-010-24GE**

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

**IAN HANIGAN F/S/O COMMON CHORDS**

2. The term of this **07/31/2024** through **08/04/2024** **FED ID:**

3. The maximum amount **\$3,250.00** of this Agreement is:

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 “Common Chords” at the 2024 OC Fair, July 31 – August 4.**

Pages 1 – 3

See Page 2 for additional details.

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

Page 4

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

Pages 5 – 8

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

Pages 9 – 12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 13 – 15

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

Pages 16 – 18

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.)

**IAN HANIGAN F/S/O COMMON CHORDS**

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ian Hanigan, band member**

CONTRACTOR BUSINESS ADDRESS

**32 Via Brida, Rancho Santa Margarita, CA 92688  
(714) 402-8308 ianhagan@gmail.com**

**California Department of General Services Use Only**

**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 (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Common Chords  
Name: Ian Hanigan  
Title: Band Member  
Phone number: (714) 402-8308

**CONTRACTOR AGREES:**

1. To provide the performance group "Common Chords," on the Baja Bar & Grill Stage from July 31 through August 4 at the 2024 OC Fair.
2. The performances shall take place on Wednesday, Thursday and Sunday from 7:00 p.m. – 10:00 p.m.; on Friday and Saturday, 8:00 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
10. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
12. The District reserves the right to terminate any contract at any time 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.
13. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

14. 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To waive venue merchandise split provided Contractor sells.
3. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
4. To provide all necessary credentials and parking passes at the discretion of the District. Credentials will only be issued to Contractor’s staff processed through the Megan’s Law screening as detailed in item 11 above.
5. To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 4, 2024.

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 4, 2024.

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 4, 2024, 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 lesser 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 – INSURANCE REQUIREMENTS

### California Fair Services Authority #22-01

#### **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 CFSAs Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following:
 

**\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without any Rough Stock Events**; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
- 2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

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

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 (CDSA).

**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 CDSA 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 CDSA 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 CDSA Release and Waiver Form.

-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 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 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CDSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**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.

**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 32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.**

Executed on \_\_\_\_\_, 20\_\_\_\_.

**OCFEC BUSINESS PARTNER:**

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Signature

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Address

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City	State	ZIP
------	-------	-----

-End Exhibit F-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R MT A jh F

AGREEMENT NUMBER

**SA-012-24YR**

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

**Executive Envelope & Printing Solutions, Inc.**

2. *The term of this* **01/01/2024** *through* **12/31/2024** **FED ID: 33-0619919**  
Agreement is:

3. The maximum amount **\$35,441.00**

of this Agreement is:

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 printing services for marketing materials at the OC Fair & Event Center Pages 2-4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 5-7

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 8-11

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement) Pages 12-15

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 16-18

Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement) Pages 19-20

Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement) Pages 21

Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement) Pages 22-26

Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement) Pages 27-29

Exhibit J – RFI #1 Pages 30

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.)

**Executive Envelope & Printing Solutions, Inc.**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**David Stone, Sales Executive**

CONTRACTOR BUSINESS ADDRESS

**PO Box 1087, San Bernardino, CA 91729**

**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

### CONTRACT REPRESENTATIVES

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
Ruby Lau, Director of Marketing  
Marie Torres, Marketing Associate  
Phone (714) 708-1530

**Executive Envelope & Printing Solutions, Inc.**  
David Stone, Sales Executive  
Email: [d.stone@exenvps.com](mailto:d.stone@exenvps.com)  
Cell: 714.920.6577

The District's Invitation For Bid (IFB) for Printing Services for Marketing Materials, released November 9, 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 Printing Services for Marketing Materials, dated November 27, 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 WORK:**

#### **A. Purpose and Background**

The District is seeking printing services for marketing materials to support all of the facility's year-round and Fair time programs and events. The majority of marketing materials are requested January through June. The project scope includes rack cards, brochures, notecards, postcards, posters, custom envelopes, activity books, presentation folders, and table tents.

#### **Minimum Qualification Requirements:**

- a. Bidder must have a minimum of three (3) years of relevant experience providing printing services.
- b. Bidder must be able to meet all Workers' Compensation, Commercial General Liability, and Motor Vehicle insurance requirements as outlined in the attached Section X, Exhibit E - Insurance Requirements. Proof of insurance and other requirements must be provided to the District within five (5) days of contract award. Failure to do so could result in termination of said contract.
- c. Bidder must have a minimum of three (3) satisfactory references. References will be verified upon awarding the contract.

**B. Scope of Work:**

Contractor shall fulfill the following printing needs:

Project	Description	Quantity
Rack Card	Designs: 2 Size: 5x10" Color: 4/4 cp full bleeds Paper: 16 pt. C2S Cover Stock - white Project Date: January	10K (Design 1 – 5K, Design 2 – 5K)
Brochure	Designs: 4 Size: Up to 24"x11" flat - 4x11" finished Color: 4/4 cp full bleeds Paper: 80# Matte Book - white Fold: Up to 6 panel-wrapped accordion fold Project Date: January, May & June	120K (Design 1 – 30K, Design 2 – 30K, Design 3 – 30K, Design 4 – 30K)
Notecards	Designs: 2 Size: Design 1 - 6"x9" flat, 6"x4.5" finished, Design 2 - 5.75" x 9" flat, 5.75" x 4.5" folded with 1 inside pocket Color: 4/4 cp full bleeds Paper: Design 1 – 65# uncoated cover, Design 2 - 10 pt gloss cover Fold: Design 1 - 1 sheet folded in half, Design 2 – 1 sheet folded in half with 2" horizontal pocket Project Date: December	8K (Design 1 – 1K, Design 2 – 7K)
Postcards	Designs: 1 Size: 6"x4" Color: 4/4 cp full bleeds Paper: 100# gloss cover Project Date: September	500
Poster	Designs: 1 Size: 11"x17" and 11"x14" Color: 4/0 cp full bleeds Paper: 110# Gloss Cover Quantity: 100 Project Date: March	100
Envelopes	Designs: 2 Size: Design 1 – 6 ¾ (6 ½ x 3 5/8"); Design 2 – A6 6.5"x4.75" Color 4/0 cp full bleeds Paper: Design 1 - 80# Opaque Smooth White; Design 2 – 80# text, uncoated, glue seal Project Date: January and March	17K (Design 1 – 10K, Design 2 – 7K)
Activity Book	Designs: 1 Size: 14"w x 10" h Flat, 7" w x 10" h finished Color: 1/1 Paper: 80# uncoated text	20K

	Binding: 3 sheets folded in half, saddle stitch Project Date: March	
Presentation Folder	Designs: 1 Size: 9" x 12" finished size with 2 inside pockets Color: 4/0 cp full bleeds Paper: 14pt. Kromekote C1S Project Date: March	250
Table Tent	Size: Flat 4" l x 16.25" h, Folded 4" l x 6" h x 2.125" w Color: 4/0 cp full bleeds Paper: 14pt. cardstock gloss Designs: 1 Project Date: March	100

District shall provide Contractor as much notice as possible prior to required delivery date. Typically, however, there should be a minimum of a 1-week (5 working days) notification period for printed collateral. Contractor shall produce and deliver printing as quickly as possible, but no later than the District's requested deadline. If Contractor intends to charge a rush fee for any printing requests not allowing 5 working days from file receipt to print and deliver, please note the required rush fee(s) on the Financial Bid Form.

District shall provide artwork to the Contractor in a manner and format mutually agreed upon by the District and Contractor. Once artwork is received, Contractor must provide electronic proofs and receive approval from District prior to the production of any printing projects. District will typically provide approvals or feedback on proofs within 1 hour of receiving electronic proof but may take up to 24 hours.

Contractor must comply with prevailing wage compliance (If applicable)

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

- End Exhibit A-

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

#### **BUDGET DETAIL:**

District Account #: 5445-15

#### **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 52060. 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: The proposed prices represent quantity of 1.**

Note: All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

**Special Instruction: Do not change, modify, add, delete rows, columns or category. The District will not accept options or additional consideration due to apple to apple comparison. Bidder to enter financial data in "Proposed Price" as highlighted in Yellow. Total Cost will be calculated automatically. It's Bidder's responsibility to ensure financial data is correct.**

The proposed prices represent quantity of 1.

<b>0</b>	<b>Description</b>	<b>Quantity</b>	<b>Proposed Price</b>
Rack Card - Design 1	Size: 5x10" Color: 4/4 cp full bleeds Paper: 16 pt. C2S Cover Stock - white Project Date: January	5000	\$0.27
Rack Card - Design 2	Size: 5x10" Color: 4/4 cp full bleeds Paper: 16 pt. C2S Cover Stock - white Project Date: January	5000	\$0.27
Brochure - Design 1	Size: 8"x9" flat - 4x9" finished Color: 4/4 cp full bleeds Paper: 80# Matte Book - white Fold: 2-panel Project Date: January	30,000	\$0.09
Brochure - Design 2	Size: 15"x10" flat - 5"x10" finished Color: 4/4 cp full bleeds Paper: 80# Matte Book - white Fold: 3-panel Project Date: January	30,000	\$0.13
Brochure - Design 3	Size: 8.5"x14" flat - 8.5"x3.5" finished Color: 4/4 cp full bleeds Paper: 80# Matte Book - white Fold: 4-panel Project Date: June	30000	\$0.12
Brochure - Design 4	Size: 24"x11" flat - 4"x11" finished Color: 4/4 cp full bleeds Paper: 80# Matte Book - white Fold: 6-panel Project Date: May	30000	\$0.20

Notecard - Design 1	Size: 6"x9" flat, 6"x4.5" finished Color: 4/4 cp full bleeds Paper: Design 1 – 65# uncoated cover Fold: Folded in half Project Date: January	1000	\$0.82
Notecard - Design 2	Size: 5.75" x 9" flat, 5.75" x 4.5" folded with 1 inside pocket Color: 4/4 cp full bleeds Paper: 10 pt gloss cover Fold: Folded in half with 2" horizontal pocket Project Date: January	7000	\$0.40
Postcard	Size: 6"x4" Color: 4/4 cp full bleeds Paper: 100# gloss cover Project Date: September	500	\$0.83
Poster - Size 1	Size: 11"x17" Color: 4/0 cp full bleeds Paper: 110# Gloss Cover Project Date: March	50	\$4.09
Poster - Size 2	Size: 11"x14" Color: 4/0 cp full bleeds Paper: 110# Gloss Cover Project Date: March	50	\$4.09
Envelope - Design 1	Size: 6 ¾ (6 ½ x 3 5/8") Color 4/0 cp full bleeds Paper: 80# Opaque Smooth White Project Date: March	10000	\$0.22
Envelope - Design 2	Size: A6 6.5"x4.75" Color 4/0 cp full bleeds Paper: 80# text, uncoated, glue seal Project Date: January	7000	\$0.36
Activity Book	Size: 14"w x 10"h Flat, 7"w x 10"h finished Color: 1/1 Paper: 80# uncoated text Binding: 3 sheets folded in half, saddle stitch Project Date: March	20000	\$0.31
Presentation Folder	Size: 9" x 12" finished size with 2 inside pockets Color: 4/0 cp full bleeds Paper: 14pt. Kromekote C1S Project Date: March	250	\$3.48
Table Tent	Size: Flat 4" l x 16.25" h, Folded 4" l x 6" h x 2.125" w Color: 4/0 cp full bleeds Paper: 14pt. cardstock gloss Project Date: March	100	\$3.07
Rush Fee	Day 1-4	50	\$0.00

## **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 lesser 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. CFSAs Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSAs) 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 (CFSAs).

**OR**

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSAs).

**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 (CDSA).

**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 CDSA 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 CDSA 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 CDSA 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 (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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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 OCFEC 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 OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC 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 OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, 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

**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING (CONT.)**  
**OC Fair & Event Center**  
**Page 2 of 2**

## Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

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

## EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

**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**

1. 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.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or 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.
4. 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 the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC'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), permit(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 OCFEC grounds.
- d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC 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 ("CDSA"), 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, CDSA, 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-

**EXHIBIT J – RFI #1**

November 21, 2023

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI #1, Q & A, IFB # PSMM-01-23

The purpose of this RFI (Request for Information) is to transmit “Questions and Answers” regarding the technical components of the IFB Banner and Sign Printing and Installation Services. All terms and conditions of the original IFB notice remain unchanged.

---

**Questions and Answers**

**Questions:**

1. I am wondering if there would be samples available to view for the items listed on this IFB? It would help greatly to be able to view the construction and print copy for these items, even if the copy is changing from what was previously printed.

**Answer:** Samples are not available to review. All bidders must refer to the specifications outlined in the scope of work on pages 14 and 15.

2. Does the second item on this IFB for 120K all print at once or should this be considered as 4 runs of 30K with 4 deliveries?

**Answer:** The second item on the IFB has 4 designs for a total quantity of 120K. Each design quantity is 30K with varying delivery deadlines.

3. Is this an “all or nothing” bid? What I mean by that is if there are components that are “No-Bid,” and I leave the Proposed Price at \$0.00, will that disqualify us from participating?

**Answer:** Correct, this is “all or nothing” bid. All Bidders must submit bid prices for all items. Incomplete bid proposal will be disqualified.

If you intend to submit a bid in response to this IFB, please send an email to [ifb@ocfair.com](mailto:ifb@ocfair.com) to confirm that you have received this RFI No. 1.

**STANDARD AGREEMENT AMENDMENT** **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-005-21MB</b>	<b>#3</b>
REGISTRATION NUMBER	

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

**LISA SEXTON**

2. The term of this

Agreement is **01/01/2021** through **12/31/2024****FED ID:**

3. The maximum amount of this **\$255,122.00 (assumes 23 day season plus 20 additional shows per year)**  
Agreement after this amendment is: **Not to exceed \$1,180,066.00 with inclusion of option years.**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #005-21MB, dated January 1, 2021, between the District and Lisa Sexton is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre at the OC Fair & Event Center by exercising the second option year to renew at the not to exceed amount of TWO HUNDRED FIFTY FIVE THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$255,122.00). This total includes the flat rate amount of ONE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$185,122.00) for twenty-three (23) shows during the 2024 Summer Concert Series and up to twenty (20) additional shows at \$3,500.00 per show totaling SEVENTY THOUSAND DOLLARS (\$70,000.00). Payment to the Contractor will be made based upon actual number of shows.
2. To increase the amount of additional shows from ten (10) to twenty (20).
3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

**Effective date of this amendment is 01/01/21**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>LISA SEXTON</b>		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Lisa Sexton</b>		
CONTRACTOR BUSINESS ADDRESS		
<b>787 Crescent Ave., Santa Maria, CA 93455</b>		
<b>lsexton@ocfair.com</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		
AUTHORIZED SIGNATURE	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
<input type="checkbox"/> Exempt per:		

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

R        A        F        **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-096-22FT</b>	<b>#1</b>
REGISTRATION NUMBER	

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

**RK DIVERSIFIED ENTERTAINMENT, INC.**

2. The term of this

Agreement is **05/01/2022** through **12/31/2024****FED ID:**

3. The maximum amount of this **\$310,881.00 (assumes 23 day season plus 20 additional shows per year)**  
Agreement after this amendment is: **Not to exceed \$1,522,098.00 with inclusion of option years.**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #096-22FT, dated May 1, 2022, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend the original contract to provide video production services for the Pacific Amphitheatre at the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of THREE HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY ONE DOLLARS (\$310,881.00). The not to exceed amount assumes the flat rate for the 23 day season, plus 20 additional shows per year plus three additional Stand Alone Shows per year plus the Additional Handheld Camera option (see Exhibit F). Payment to the Contractor will be made based upon actual number of shows.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

**Effective date of this amendment is 01/01/21**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>RK DIVERSIFIED ENTERTAINMENT, INC.</b>		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Raymond L. Woodbury, President</b>		
CONTRACTOR BUSINESS ADDRESS		
<b>112 North Harvard Avenue, PMB 244, Claremont, CA 91711</b>		
<b>(909) 579-0511</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		
AUTHORIZED SIGNATURE	DATE SIGNED	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

## SPONSORSHIP AGREEMENT

(Rev 10/16)

R WT A JH F mar

AGREEMENT NUMBER

SA-008-23SP

A-2

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

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

SPONSOR/CONTRACTOR'S NAME

**Davis Elen Advertising on Behalf of the Southern California Toyota Dealers**

2. The term of this Agreement is: **Upon Execution 2023, through August 31, 2024**

3. The amount of this Sponsorship Agreement is: **\$206,000.00**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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.

Standard Agreement # SA-008-23SP, signed January 18, 2023, between the District and Davis Elen Advertising, amended as follows:

1. Except as herein amended, all other terms and conditions remain as previously agreed upon.
2. The effective date of this Amendment is September 1, 2023.
3. To exercise the option year at not to exceed \$206,000 as sponsorship fee for the 2024 OC Fair.
4. To add Creative Management Services, LLC DBA: MC2 as a subcontractor. Creative Management Services, LLC will be onsite and fulfill the deal points.

\*GTC(4/17) – If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

SPONSOR/CONTRACTOR		California State Use Only
SPONSOR/CONTRACTOR'S NAME		
<b>Davis Elen Advertising, on Behalf of The Southern CA Toyota Dealers</b>		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>865 S. Figueroa St, 12<sup>th</sup> Floor, Los Angeles, CA 90017</b>		
STATE OF CALIFORNIA		
AGENCY NAME		
<b>32<sup>nd</sup> District Agricultural Association/OC Fair &amp; Event Center</b>		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Michele Richards, Chief Executive Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
<input type="checkbox"/> CONTRACTS MANAGER		<input type="checkbox"/> Michele Richards, VP, Business Development
		Date
		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>
		<i>SIGNATURE OF STATE ACCOUNTING OFFICER</i>