

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2024**

1 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-146-23	Riverside County Rabbit Breeders Association	RCRBA Rabbit & Cavy Show	Competition/Tournament (COM)	Millenium Barn	12/30/23-12/30/23	130.00
R-011-24	Union of the Vietnamese Student Association Southern California	TET Festival	Cultural Festival (CULTU)	Los Alamitos Building (#14), Parking Lot I	02/04/24-02/12/24	192,592.00
R-020-24	Bonnier Corporation	Sand Sports Super SWAP	Consumer Show (CON)	Parking Lot I	05/17/24-05/18/24	13,696.00
R-028-24	Orange County Farm Bureau	Farmers Market	Consumer Show (CON)	Parking Lot D, Parking Lot E	01/01/24-12/31/24	\$400.00 per month
R-029-24	Orange County Wine Society	Office Operations for the Orange County Wine Society	Other (OTH)	OCWS Office Trailer	01/01/24-12/31/24	\$250.00 per month
R-030-24	City of Newport Beach, a California municipal corporation and charter city	Newport Beach Police Department Officer Training	Training (TRA)	Year Round Rentals	01/01/24-12/31/24	\$150.00 per day
R-031-24	Costa Mesa Police Department	Costa Mesa Police Department Officer Training	Training (TRA)	Year Round Rentals	01/01/24-12/31/24	\$150.00 per day
R-042-24	SoCal Swords	SoCal Swordfight 2024	Competition/Tournament (COM)	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	02/16/24-02/18/24	52,971.50
R-045-24	For Inspiration and Recognition of Science and Technology, FIRST	2024 Orange County Regional	Competition/Tournament (COM)	Anaheim Building (#16), Baja Blues Restaurant, The Hangar	03/27/24-03/31/24	66,477.88
R-053-24	Eastbluff Elementary School PTA	Eastbluff Elementary School Spring Gala	Fundraiser (FUNR)	Millennium Barn	03/30/24-03/31/24	5,837.00
R-055-24	Vanguard University	Vanguard University Overflow Parking	Parking (PARK)	Parking Lot B	01/08/24-12/12/24	83,700.00
R-057-24	FloSports	FloSports	Competition/Tournament (COM)	The Hangar	02/07/24-02/10/24	27,568.00
R-058-24	Imapas Magazine	Impalas Magazine Car Expo	Festival (FST)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Parking Lot I, Santa Ana Pavilion (Parade of Products), The Hangar	03/15/24-03/18/24	100,986.00
R-061-24	IBJJF dba International BJJ Inc.	International Brazilian Jiu-Jitsu Federation	Competition/Tournament (COM)	The Hangar	02/28/24-02/29/24	19,125.00
R-063-24	Rave Night Market	Western Showdown Market	Consumer Show (CON)	Huntington Beach Building (#12)	02/24/24-02/24/24	12,173.50
R-066-24	Ultimate Trade Shows & Events, Inc.	The Annual OC Home & Garden Show	Consumer Show (CON)	The Hangar	02/23/24-02/26/24	22,979.00

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-146-23**

DATE **January 16, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

December 30, 2023

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

See Exhibit A

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

RCRBA Rabbit & Cavy Show

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

\$130.00

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

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

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

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

Riverside County Rabbit Breeders Association
PO Box 292360
Phelan, CA 92329

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

By: _____ Date: _____
Title: Linda Bell, Member

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

AGREEMENT:	R-146-23
DATED:	December 13, 2023
WITH:	Riverside County Rabbit Breeders Association
PHONE:	(951) 323-4085

EXHIBIT "A"

DATE(S) OF EVENT: **December 30, 2023**

BUILDING(S)/LOCATION(S):
Millennium Barn

RENTER AGREES:

- That the term of this Agreement is on December 30, 2023
- **To conduct a rabbit and cavy show on Saturday, December 30, 2023 with set-up as early as 6:30 a.m. and teardown to be concluded by 6:00 p.m.**
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown for the meetings.
- To collect and process all entries necessary to conduct the rabbit and cavy shows.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- To properly teardown show equipment rented via OCFEC at the end of the show.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit D for Millennium Barn layout*).
- That all trash generated by renter be taken out to appropriate disposal areas at Centennial Farm.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- To reimburse District (OCFEC) for the cost of Special Event Liability Insurance (SELI) in order to provide the event with the necessary insurance coverage.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.

- To pay \$60.00 for show equipment rental (details outlined under the ‘32nd District (OCFEC) will provide:’) and \$70 for SELI, totaling \$130.00.

32nd District (OCFEC) will provide:

- Six (6) complete judging set-ups including six (6) carpeted tables, eight (8) judging cages and twelve (12) table legs.
- Additional tables and chairs limited to what is in supply at Centennial Farm.
- Special Event Liability Insurance to be reimbursed by renter.
- Access to Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$130.00 is due on or before December 23, 2023 to cover the event taking place on December 30, 2023.

A \$25.00 late fee will be added if payment is not received by the due date listed above.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-011-24**

DATE **November 30, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 4 - 12, 2024

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

See Exhibit A

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

UVSA - Tet Festival

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

\$192,592.00

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

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

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

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

Union of the Vietnamese Student Association
Southern California
P.O. Box 2069
Westminster, CA 92648

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

By:_____Date:_____
Title: Eric Ngo, President

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

EXHIBIT A

Event Information			
Event Name:	TET Festival	Contract No:	R-011-24
Contact Person:	Annie Tram	Phone:	(909) 235-9095
Event Date:	02/09/2024 - 02/11/2024	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 9:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	40,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Parking Lot I (Chalk Lot)	02/04/2024 12:00 PM - 08:00 PM	Move In	No Charge
Monday			
Parking Lot I	02/05/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Tuesday			
Los Alamitos Building (#14)	02/06/2024 07:00 AM - 11:59 PM	Move In	1,675.00
Parking Lot I	02/06/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Wednesday			
Los Alamitos Building (#14)	02/07/2024 07:00 AM - 11:59 PM	Move In	1,675.00
Parking Lot I	02/07/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Thursday			
Los Alamitos Building (#14)	02/08/2024 07:00 AM - 11:59 PM	Move In	1,675.00
Parking Lot I	02/08/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Friday			
Los Alamitos Building (#14)	02/09/2024 04:00 PM - 10:00 PM	Event	3,350.00
Parking Lot I	02/09/2024 04:00 PM - 10:00 PM	Event	2,200.00
Saturday			
Los Alamitos Building (#14)	02/10/2024 11:00 AM - 10:00 PM	Event	3,350.00
Parking Lot I	02/10/2024 11:00 AM - 10:00 PM	Event	2,200.00
Sunday			
Los Alamitos Building (#14)	02/11/2024 11:00 AM - 09:00 PM	Event	3,350.00
Parking Lot I	02/11/2024 11:00 AM - 09:00 PM	Event	2,200.00
Monday			
Los Alamitos Building (#14)	02/12/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	02/12/2024 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 26,075.00

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

Move out must be completed by 11:59 PM Monday - February 12, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
200 Amp Drop	Estimate 2	2.00	EA	360.00	EA	720.00
40 Yard Dumpster	Estimate 12	12.00	EA	234.00	EA	2,808.00
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00

EXHIBIT A

Event Information						
Barricade (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Cable Ramp	Estimate 150	150.00	EA	15.00	EA	2,250.00
Cube Tower	TBD	TBD	EA	100.00	EA	TBD
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 100	100.00	EA	55.00	EA	5,500.00
Electrical Usage Rate (Building)	Estimate Only	1.00	EA	3,150.00	EVT	3,150.00
Electrical Usage Rate (Outdoors)	Estimate Only	1.00	EA	3,750.00	EVT	3,750.00
EVOLV - Weapon Detection System	02/09/2024 - 02/11/2024	1.00	EA	800.00	EA/DAY	2,400.00
Forklift	Estimate 65 Hours	65.00	HR	75.00	HR	4,875.00
Forklift (40 Yard Dumpster)	Estimate 40 Hours	40.00	HR	75.00	HR	3,000.00
Handwashing Station	Estimate 1	1.00	EA	100.00	EA	100.00
Hang Tag - 1 Day	Estimate 1,540	1,540.00	EA	6.00	EA	9,240.00
Hang Tag - 3 Day	Estimate 430	430.00	EA	18.00	EA	7,740.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	01/15/2024 - 02/11/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 45	45.00	EA	15.00	EA	675.00
Portable Electronic Message Board	02/09/2024 - 02/11/2024	2.00	EA	75.00	EA/DAY	450.00
Propane & Diesel (Heaters)	Estimate 1	1.00	EA	725.00	EA	725.00
Propane Heater	Estimate 20	20.00	EA	50.00	EA	1,000.00
Public Address System (Per Area)	02/09/2024 - 02/11/2024	2.00	EA	75.00	EA/DAY	450.00
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Straw Bale (Outside Rental)	Estimate 1	1.00	EA	575.00	EA	575.00
Sweeper (In-House)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Ticket Booth (Double Window)	Estimate 5	5.00	EA	100.00	EA	500.00
Tonnage Weight (40 Yard Dumpster)	Estimate 25 Tons	25.00	TON	90.00	TON	2,250.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Water Truck (Includes Water)	Estimate 5 Hours	5.00	HR	80.00	HR	400.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Yellow Bollard	Estimate 4	4.00	EA	15.00	EA	60.00
Total:						55,018.00

Reimbursable Personnel and Service Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Grounds Attendant	Estimate 55 Hours	55.00	HR	28.00	HR	1,540.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 65 Hours	65.00	HR	70.00	HR	4,550.00
Plumber	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Day						
Grounds Attendant Lead	02/09/2024 02:00PM - 12:00AM	1.00	EA	33.00	HR	330.00
Grounds Attendant	02/09/2024 02:00PM - 12:00AM	6.00	EA	28.00	HR	1,680.00
Janitorial Attendant Lead	02/09/2024 02:00PM - 12:00AM	1.00	EA	33.00	HR	330.00
Janitorial Attendant	02/09/2024 08:00AM - 02:00PM	2.00	EA	28.00	HR	336.00
Janitorial Attendant	02/09/2024 02:00PM - 12:00AM	16.00	EA	28.00	HR	4,480.00
Electrician	02/09/2024 02:00PM - 12:00AM	1.00	EA	70.00	HR	700.00
Plumber	02/09/2024 02:00PM - 12:00AM	1.00	EA	70.00	HR	700.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	02/10/2024 09:00AM - 12:00AM	1.00	EA	33.00	HR	495.00
Grounds Attendant	02/10/2024 09:00AM - 12:00AM	6.00	EA	28.00	HR	2,520.00
Janitorial Attendant Lead	02/10/2024 09:00AM - 12:00AM	1.00	EA	33.00	HR	495.00
Janitorial Attendant	02/10/2024 09:00AM - 12:00AM	16.00	EA	28.00	HR	6,720.00
Electrician	02/10/2024 09:00AM - 12:00AM	1.00	EA	70.00	HR	1,050.00
Plumber	02/10/2024 09:00AM - 12:00AM	1.00	EA	70.00	HR	1,050.00
Grounds Attendant Lead	02/11/2024 09:00AM - 11:00PM	1.00	EA	33.00	HR	462.00
Grounds Attendant	02/11/2024 09:00AM - 11:00PM	6.00	EA	28.00	HR	2,352.00
Janitorial Attendant Lead	02/11/2024 09:00AM - 11:00PM	1.00	EA	33.00	HR	462.00
Janitorial Attendant	02/11/2024 09:00AM - 11:00PM	16.00	EA	28.00	HR	6,272.00
Electrician	02/11/2024 09:00AM - 11:00PM	1.00	EA	70.00	HR	980.00
Plumber	02/11/2024 09:00AM - 11:00PM	1.00	EA	70.00	HR	980.00
Clean Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	28.00	HR	1,680.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Electrician	Estimate 50 Hours	50.00	HR	70.00	HR	3,500.00
Plumber	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
<u>Event Sales & Services</u>						
Event Coordinator	02/09/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	02/10/2024 10:00AM - 11:00PM	1.00	EA	54.50	HR	708.50
Event Coordinator	02/11/2024 10:00AM - 10:00PM	1.00	EA	54.50	HR	654.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	33.00	HR	792.00
Parking Attendant	Estimate 48 Hours	48.00	HR	28.00	HR	1,344.00
<u>Safety & Security</u>						
Security Attendant - Overnight	02/05/2024 05:00PM - 08:00AM	1.00	EA	28.00	HR	420.00
Security Attendant - Overnight	02/06/2024 05:00PM - 08:00AM	1.00	EA	28.00	HR	420.00
Security Attendant - Overnight	02/07/2024 05:00PM - 08:00AM	1.00	EA	28.00	HR	420.00
Security Attendant - Overnight	02/08/2024 05:00PM - 08:00AM	1.00	EA	28.00	HR	420.00
Security Attendant Lead	02/09/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant - EVOLV	02/09/2024 03:00PM - 10:00PM	5.00	EA	28.00	HR	980.00
Security Attendant	02/09/2024 03:00PM - 10:30PM	12.00	EA	28.00	HR	2,520.00
Security Attendant - Overnight	02/09/2024 10:00PM - 09:30AM	4.00	EA	28.00	HR	1,288.00
Security Attendant Lead	02/10/2024 10:00AM - 10:30PM	1.00	EA	33.00	HR	412.50
Security Attendant - EVOLV	02/10/2024 10:00AM - 10:00PM	5.00	EA	28.00	HR	1,680.00
Security Attendant	02/10/2024 10:00AM - 10:30PM	12.00	EA	28.00	HR	4,200.00
Security Attendant - Overnight	02/10/2024 10:00PM - 09:30AM	4.00	EA	28.00	HR	1,288.00
Security Attendant Lead	02/11/2024 10:00AM - 09:30PM	1.00	EA	33.00	HR	379.50
Security Attendant - EVOLV	02/11/2024 10:00AM - 09:00PM	5.00	EA	28.00	HR	1,540.00
Security Attendant	02/11/2024 10:00AM - 09:30PM	12.00	EA	28.00	HR	3,864.00
Security Attendant - Overnight	02/11/2024 09:00PM - 09:30AM	4.00	EA	28.00	HR	1,400.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	02/09/2024 03:30PM - 10:30PM	4.00	EA	33.00	HR	924.00
Emergency Medical Services	02/10/2024 10:30AM - 10:30PM	4.00	EA	33.00	HR	1,584.00
Emergency Medical Services	02/11/2024 10:30AM - 09:30PM	4.00	EA	33.00	HR	1,452.00
Orange County Sheriff Services	02/09/2024 Estimate Only	1.00	EA	1,800.00	EVT	1,800.00
Orange County Sheriff Services	02/10/2024 Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Orange County Sheriff Services	02/11/2024 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Ride Inspector	Estimate Only	1.00	EA	7,500.00	EVT	7,500.00
Sound Engineer	02/09/2024 - 02/11/2024	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	9.00	HR	263.00	HR	2,367.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,250.00	EVT	4,250.00
Total:						101,499.00

Summary

Facility Rental Total	\$26,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$156,517.00
Refundable Deposit	\$10,000.00
Grand Total:	\$192,592.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$96,296.00
Second Payment	01/04/2024	\$96,296.00
Total:		\$192,592.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FOOD & BEVERAGE VENDOR FEE

Union of the Vietnamese Student Association (UVSA) of Southern California agrees to pay \$150.00 per food vendor/per day (including carnival food vendors) and \$100.00 per dessert/beverage vendor/per day to OVG Hospitality by no later than **Thursday - February 1, 2024**. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees. **Subject to change.*

FUTURE TERMS

Terms and agreements for future UVSA - Tet Festival events are subject to change.

HEALTH DEPARTMENT

Union of the Vietnamese Student Association of Southern California has agreed to be the Health Department coordinator for all vendors at the 2024 UVSA - Tet Festival event.

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-020-24**

REVIEWED _____

DATE **December 6, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 17 - 18, 2024

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

See Exhibit A

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

Sand Sports Super SWAP

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

\$13,696.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	Sand Sports Super SWAP	Contract No:	R-020-24
Contact Person:	Tracy Feinsilver	Phone:	(917) 658-9505
Event Date:	05/18/2024	Hours:	8:00 AM - 2:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot I	05/17/2024 06:00 AM - 03:00 PM	Move In	1,100.00
Saturday			
Parking Lot I	05/18/2024 08:00 AM - 02:00 PM	Event	2,200.00
Total:			3,300.00

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

Move out must be completed by 4:59 PM Saturday - May 18, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
Barricade (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Chair (Individual)	Estimate 12	12.00	EA	2.50	EA	30.00
Dumpster	Estimate 17	17.00	EA	20.00	EA	340.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	375.00	EVT	375.00
Folding Table (Rectangular)	Estimate 9	9.00	EA	15.00	EA	135.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	05/12/2024 - 05/18/2024	1.00	WK	Included		Included
Portable Electronic Message Board	05/18/2024	2.00	EA	75.00	EA/DAY	150.00
Pressure Washer	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
Total:						1,850.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Day						
Grounds Attendant Lead	05/18/2024 07:00AM - 03:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	05/18/2024 07:00AM - 03:00PM	1.00	EA	28.00	HR	224.00
Janitorial Attendant	05/18/2024 07:00AM - 03:00PM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant Lead	Estimate 2 Hours	2.00	HR	33.00	HR	66.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	05/18/2024 07:00AM - 03:00PM	1.00	EA	54.50	HR	436.00
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Parking

Parking Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
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Parking Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
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Safety & Security

Security Attendant - Overnight	05/17/2024 09:00PM - 05:00AM	1.00	EA	28.00	HR	224.00
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Security Attendant Lead	05/18/2024 07:00AM - 02:30PM	1.00	EA	33.00	HR	247.50
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Security Attendant	05/18/2024 07:00AM - 02:30PM	7.00	EA	28.00	HR	1,470.00
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Outside Services

Emergency Medical Services	05/18/2024 07:30AM - 02:30PM	2.00	EA	33.00	HR	462.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,750.00	EVT	1,750.00
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Total: 7,546.00

Summary

Facility Rental Total	\$3,300.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$9,396.00
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Refundable Deposit	\$1,000.00
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Grand Total: \$13,696.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/17/2024	\$6,848.00

Second Payment	04/17/2024	\$6,848.00
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Total: \$13,696.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-028-24**

REVIEWED _____

DATE **January 11, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 4 - December 31, 2024

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

See Exhibit A

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

Farmers Market

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

\$400.00 per month

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

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

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

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

**Orange County Farm Bureau
13042 Old Myford Road
Irvine, CA 92620**

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

By: _____ Date: _____
Title: Patricia Harrison, Manager

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

EXHIBIT A

Event Information

Event Name:	Farmers Market	Contract No:	R-028-24
Contact Person:	Patricia Harrison	Phone:	(949) 422-6520
Event Dates:	01/04/2024 - 12/31/2024	Hours:	9:00 AM - 1:00 PM
		July 25 - August 18:	8:00 AM - 12:00 PM

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>
Parking Lot D	January 4, 11, 18, 25	09:00 AM - 01:00 PM
Parking Lot D	February 1, 8, 15, 22, 29	09:00 AM - 01:00 PM
Parking Lot D	March 7, 14, 21, 28	09:00 AM - 01:00 PM
Parking Lot D	April 4, 11, 18, 25	09:00 AM - 01:00 PM
Parking Lot D	May 2, 9, 16, 23, 30	09:00 AM - 01:00 PM
Parking Lot D	June 6, 13, 20, 27	09:00 AM - 01:00 PM
Parking Lot D or E*	July 4, 11, 18	09:00 AM - 01:00 PM
Parking Lot D or E*	July 25	08:00 AM - 12:00 PM
Parking Lot D or E*	August 1, 8, 15	08:00 AM - 12:00 PM
Parking Lot D or E*	August 22, 29	09:00 AM - 01:00 PM
Parking Lot D	September 5, 12, 19, 26	09:00 AM - 01:00 PM
Parking Lot D	October 3, 10, 17, 24, 31	09:00 AM - 01:00 PM
Parking Lot D	November 7, 14, 21, 28	09:00 AM - 01:00 PM
Parking Lot D	December 5, 12, 19, 26	09:00 AM - 01:00 PM

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

***Due to the annual OC Fair and Pacific Amphitheatre summer concert series, the location of the Farmers Market is subject to change within 5 days' notice.**

FACILITY RENTAL FEES

Payment of \$400.00 due on the fifth (5th) day of every month.

LOCATION(S)

A portion of Parking Lot D is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OCFEC will notify Renter and it will be the Renter's responsibility to notify the farmers of such change.

OC FAIR & EVENT CENTER AGREES

- To provide traffic cones and signage during each Farmers Market event.
- To provide trash receptacles, water connections and restroom facilities.

RENTER AGREES

- That upon completion of each event day, premises including area used for public parking will be left in its original condition.
- That cost of any additional cleanup provided by OCFEC will be payable by the Orange County Farm Bureau and due upon receipt of an itemized invoice.
- To remove any signs and/or banners from OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow setup of any vendor deemed inappropriate for the Farmers Market.
- That the OCFEC retains all food and beverage concession rights.

EXHIBIT A

Event Information

- To ensure that metal poles are capped. Renter may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Renter may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.
- To accept current rental location "as is."
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 4, 2024.
- To provide current proof of Workers' Compensation Insurance by no later than January 4, 2024.
- To pay for electricity (at cost) should it be required as well as available.

PAYMENT SCHEDULE

\$400.00 due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Farm Bureau must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Orange County Farm Bureau must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-029-24**

REVIEWED _____

DATE **January 11, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2024

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

See Exhibit A

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

Office Operations for the Orange County Wine Society

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

\$250.00 per month

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

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

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

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

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

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

By:_____Date:_____
Title: Fran Gitsham, Vice President

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

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2024 and ending December 31, 2024

BUILDING(S)/ LOCATION(S): Orange County Wine Society Office Trailer

Orange County Wine Society (OCWS) Agrees:

- To share refrigeration space in the Cellar and Building 15 with OCFEC for purpose of storing competition wines.
- To accept current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- **That it is understood that the OCFEC is currently researching and developing further implementation of its property master plan. A minimum of ninety (90) days notice will be provided to the Renter by OCFEC if master plan implementation affects the existing rental location or Renter's access. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, same shall be at the sole expense of Renter.**
- That an OCFEC overnight permit is required for any equipment left overnight on OCFEC property.
- To ensure that OCWS members will not consume wine or other alcohol during setup and tear down of any OCWS events held on OCFEC property. This includes all OCWS functions, 2024 OC Fair events and/or any other times that OCWS members are engaged in on-premise labor, construction and/or operating of machinery, equipment or vehicles of any kind including personal vehicles.
- To ensure that current Proof of Workers' Compensation Insurance is on file at all times.
- To understand and inform OCWS members that parking within show areas and around buildings during year round events is **strictly prohibited**. All members **must** park in assigned parking lot areas (Parking Lot F) or as directed by OCFEC Parking Staff. OCWS members needing to unload supplies will be allowed to do so if possible, then must immediately move same vehicle to a parking area specified by OCFEC staff.
- That the dates below are subject to Limited Access or **NO ACCESS** onto OCFEC premises. **Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales & Services Department at (714) 708-1572 for prior approval.** OCFEC to contact Renter if any additions or deletions are made to event dates as follows:

➤ January 18	Crossroads of the West Gun Show <u>Limited Access</u>
➤ January 19 - 21	Crossroads of the West Gun Show NO ACCESS
➤ March 5 - 6	Pacific Coast Sportfishing Festival..... <u>Limited Access</u>
➤ March 7 - 10	Pacific Coast Sportfishing Festival..... NO ACCESS
➤ March 17	Impalas Magazine Car Expo..... <u>Limited Access</u>
➤ March 22	HopeFest..... <u>Limited Access</u>
➤ March 23	HopeFest..... NO ACCESS
➤ March 29 - 31	Crossroads of the West Gun Show <u>Limited Access</u>
➤ April 12 - 14	Imaginology..... <u>Limited Access</u>
➤ April 25 - 26	Air Water '24..... <u>Limited Access</u>
➤ April 27	Air Water '24..... NO ACCESS
➤ May 3 - 5	OC Marathon..... NO ACCESS
➤ May 18	Night Nation Run <u>Limited Access</u>
➤ May 22 - 24	Scottish Fest <u>Limited Access</u>
➤ May 25 - 26	Scottish Fest NO ACCESS
➤ July 19 - August 18	OC Fair OC Fair identification badge or ticket is required to enter the event.
➤ September 17 - 19	Sand Sports Super Show <u>Limited Access</u>
➤ September 20 - 22	Sand Sports Super Show NO ACCESS
➤ September 25 - 27	Cruisin' For A Cure..... <u>Limited Access</u>
➤ September 28	Cruisin' For A Cure..... NO ACCESS
➤ October 5	OC Pride..... <u>Limited Access</u>
➤ October 24 - 25	Boo Ha Ha..... <u>Limited Access</u>
➤ October 26	Boo Ha Ha..... NO ACCESS
➤ November 30 - December 1	Crossroads of the West Gun Show <u>Limited Access</u>

- That event dates are subject to change and additional No Access/Limited Access days may be added as events are booked.

• **To successfully conduct the annual Commercial Wine Competition for the OC Fair & Event Center as follows:**

1. Appoint a responsible party to ensure that competition is accomplished in a timely and effective manner.
2. Arrange for an adequate off-site facility to conduct the competition, and meet requirements as follows:
 - a. Sufficient room to permit judging to be accomplished in conditions undisturbed by outside noise and interference.
 - b. Sufficient room to easily enable stewards and support staff to move large quantities of wine.
 - c. Capability for washing and drying tasting glasses in a manner consistent with approved sanitation practices.
 - d. Adequate security.
 - e. A large area suitable for conducting the Judges' Dinner.
3. Expend necessary funds to conduct competition within the framework of approved OCWS Board of Directors annual budget. OCWS to exercise strict control over who has purchasing authority.
4. The President of OCWS, the Competition Chairperson and the Director of Judges shall serve on the Wine Steering Committee to select award-winning wines.
5. Coordinate and catalog all wine entries.
6. Provide pre-competition, on-site and post-competition computer hardware/software support.
7. Procure necessary blank form stock for wine entries, bottle labels, judging sheets and computer reports as well as any publications necessary to conduct the competition program.
8. The OCWS President shall select a Competition Chairperson. In the event that current Director of Judges is unable to continue his/her duties, he/she shall recommend a successor nominee to the OCWS Board of Directors and OCFEC for approval.
9. Provide sufficient staff and stewards to support the judging of wines.
10. Select the dinner menu for the Judges' Dinner, and assist with the selection of accompanying wines.
11. Purchase a plaque for each new judge, or a year plate for each returning judge. Purchase another plaque for judges when their existing plaque space is filled.
12. Bag and store all wines in preparation for judging.
13. Procure necessary award medals and send same to winning wineries. OCFEC will assist with the ordering of medals.
14. Have results available via digital media by Opening Day of the OC Fair.
15. Notify all wineries of their award and in conjunction with time when results are released to OCFEC Communications Department.
16. Provide OCFEC one (1) case of thirty-six (36) govino wine glasses.
17. Provide OCFEC with eight (8) bottles of red and eight (8) bottles of white award winning and non-award winning competition wines to be used for general Fair purposes as well as in gift baskets. Provide OCFEC with ten (10) cases of mixed variety wine to be used for annual conventions and/or other business related functions.
18. Abide by liability insurance and license requirements as specified in the annual Rental Agreement as well as in OCFEC Handbook sections that address Exhibitor, Concessionaire, Radio Station and Sponsorship regulations. Responsible Beverage Service Training Program/RBSTP (effective July 1, 2022) certification is required for all servers working in The Courtyard.
19. Submit Form 990 to OCFEC.
20. Provide wine for OCFEC Board of Directors dinner every night of the OC Fair. Supply the bar located at OCFEC Board of Directors dinner with two (2) cases of red wine and two (2) cases of white wine by Opening Day of the Fair. Replenish as requested before daily opening of the OC Fair.
21. Provide each OCFEC Board of Director with two (2) bottles of red wine and two (2) bottles of white wine after conclusion of the Commercial Wine Competition.
22. Work collaboratively during the OC Fair with OCFEC Sales Department to coordinate integration of sponsorship activities, signage and other materials into The Courtyard.

OC Fair & Event Center (OCFEC) agrees to support the OCWS Commercial Wine Competition program as follows:

1. Approve OCWS appointment of the Director of Judges. Appoint a minimum of five (5) people to the Wine Steering Committee, with duties that include making award selections based upon Judges' recommendations.
2. To provide an OCFEC wine competition liaison to the OCWS.
3. Assist with ordering of award medals for the competition program.
4. Encourage OCFEC Board, Wine Steering Committee and other key invited guests to attend the Judges' Dinner.
5. Provide sufficient storage space for wines as well as necessary working area for OCWS support teams in Building 15/Environmentally Controlled Cooler.
6. Assist OCWS with other administrative duties if requested.
7. Provide an adequate venue at OCFEC for OCWS to sell wine and wine products. OCFEC will not receive any rental fees or percentage payment in exchange for in-kind service provided by OCWS while conducting the wine competition.
8. Provide working credentials to member volunteers who work at The Courtyard during the OC Fair.

9. Reserve a table for ten (10) OCWS members (selected by OCWS President) to attend one (1) night at OCFEC Board of Directors dinners during the OC Fair.
10. Discuss and coordinate integration of OCFEC sponsorship agreements, activities, signage and other materials into The Courtyard throughout the OC Fair.
11. Refrigerated space for storage of competition wines to be provided on OCFEC property throughout 2024.

Both Orange County Wine Society (OCWS) and OC Fair & Event Center (OCFEC) agree that duties of the Director of Judges are as follows:

1. Work with OCWS and OCFEC to ensure a successful wine competition.
2. Ensure sufficiently qualified judges are available to serve at the wine competition.
3. Be on site and available to OCWS prior to the event in order to coordinate final details pertaining to:
 - a. Creation of the judging panels.
 - b. Verification of submitted wines and applicable entry information.
4. Be on site during wine competition, fulfilling the role of Director of Judges.
5. Serve as Chairperson of the Wine Steering Committee.
6. Assist with verifying award-winning wines.

Monthly Rent Payment Schedule:

Payment of \$250.00 is due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 1/10/24

APPROVED _____

AGREEMENT NO. **R-030-24**

DATE **January 10, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **City of Newport Beach, a California municipal corporation and charter city** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 1 - December 31, 2024

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

See Exhibit A

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

Newport Beach Police Department Officer Training

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

\$150.00 per day

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

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

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

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

City of Newport Beach, a California municipal corporation and charter city
870 Santa Barbara Drive
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: Joseph L. Cartwright, Police Chief

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

EXHIBIT "A"

Event Name: Newport Beach Police Department Officer Training **Contract No:** R-030-24
Contact Person: Bryan Gregson, Sergeant **Phone:** (949) 644-3744
Event Dates: 01/01/2024 - 12/31/2024 **Hours:** 7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Available Parking Lot..... \$150.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2024 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. City of Newport Beach, a California municipal corporation and charter city must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, City of Newport Beach, a California municipal corporation and charter city must execute changes within the specified time frame.

FORM F-31

REVIEWED C.G. 1/10/24

APPROVED _____

AGREEMENT NO. **R-031-24**

DATE **January 10, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2024

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

See Exhibit A

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

Costa Mesa Police Department Officer Training

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

\$150.00 per day

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

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

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

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

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: **Jose Torres, Officer**

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

EXHIBIT "A"

Event Name:	Costa Mesa Police Department Officer Training	Contract No:	R-031-24
Contact Person:	Jared Barnes, Sergeant	Phone:	(714) 754-5280
Event Dates:	01/01/2024 - 12/31/2024	Hours:	7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Available Parking Lot \$150.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2024 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Costa Mesa Police Department must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Costa Mesa Police Department must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-042-24 REVISED**

REVIEWED _____

DATE **December 19, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 16 - 18, 2024

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

See Exhibit A

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

SoCal Swordfight 2024

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

\$52,971.50

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

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

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

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

SoCal Swords
3518 West Lake Center Drive, Suite C
Santa Ana, CA 92704

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

By: _____ Date: _____
Title: **Chris Ponzillo, Managing Director**
Marketing and Promotions

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

EXHIBIT A

Event Information			
Event Name:	SoCal Swordfight 2024	Contract No:	R-042-24 REVISED
Contact Person:	Chris Ponzillo	Phone:	(714) 614-2646
Event Date:	02/16/2024 - 02/18/2024	Hours:	Friday: 7:00 AM - 10:00 PM Saturday: 7:00 AM - 10:00 PM Sunday: 7:00 AM - 8:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	02/16/2024 05:00 AM - 07:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	02/16/2024 05:00 AM - 07:00 AM	Move In	No Charge
Costa Mesa Building (#10)	02/16/2024 07:00 AM - 10:00 PM	Event	4,750.00
Santa Ana Pavilion (POP)	02/16/2024 07:00 AM - 10:00 PM	Event	2,350.00
Saturday			
Costa Mesa Building (#10)	02/17/2024 07:00 AM - 10:00 PM	Event	4,750.00
Santa Ana Pavilion (Parade of Products)	02/17/2024 07:00 AM - 10:00 PM	Event	2,350.00
Sunday			
Costa Mesa Building (#10)	02/18/2024 07:00 AM - 08:00 PM	Event	4,750.00
Santa Ana Pavilion (Parade of Products)	02/18/2024 07:00 AM - 08:00 PM	Event	2,350.00
Total:			21,300.00

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

Move out must be completed by 11:59 PM Sunday - February 18, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	1,650.00	EVT	1,650.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 3 Day	Estimate 10	10.00	EA	18.00	EA	180.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	01/15/2024 - 02/18/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/16/2024 - 02/18/2024	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	02/16/2024 - 02/18/2024	2.00	EA	75.00	EA/DAY	450.00
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Total:						4,580.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Electrician	TBD	TBD	HR	70.00	HR	TBD

Event Information

Total: 25,591.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$21,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$30,171.50
Refundable Deposit	\$1,500.00
Grand Total:	\$52,971.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$26,485.75
Second Payment	01/16/2024	\$26,485.75
Total:		\$52,971.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-045-24**

REVIEWED _____

DATE **October 18, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **For Inspiration and Recognition of Science and Technology, FIRST** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 27 - 31, 2024

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

See Exhibit A

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

2024 Orange County Regional

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

\$66,477.88

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

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

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

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

**For Inspiration and Recognition of
Science and Technology, FIRST
200 Bedford Street
Manchester, NH 03101**

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

By: _____ Date: _____
**Title: Erica Newton-Fessia, Vice President of
Global Operations**

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

EXHIBIT A

Event Information			
Event Name:	2024 Orange County Regional	Contract No:	R-045-24
Contact Person:	Kevin Kowalczyk	Phone:	(720) 236-5558
Event Date:	03/28/2024 - 03/30/2024	Hours:	Thursday: 7:45 AM - 8:00 PM Friday: 8:00 AM - 6:30 PM Saturday: 8:00 AM - 6:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)	Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Anaheim Building (#16)	03/27/2024 08:00 AM - 10:00 PM	Move In	1,325.00
Baja Blues Restaurant	03/27/2024 08:00 AM - 10:00 PM	Move In	550.00
The Hangar	03/27/2024 08:00 AM - 10:00 PM	Move In	1,975.00
Thursday			
Anaheim Building (#16)	03/28/2024 07:45 AM - 08:00 PM	Event	2,650.00
Baja Blues Restaurant	03/28/2024 07:45 AM - 08:00 PM	Event	1,100.00
The Hangar	03/28/2024 07:45 AM - 08:00 PM	Event	3,950.00
Friday			
Anaheim Building (#16)	03/29/2024 08:00 AM - 06:30 PM	Event	2,650.00
Baja Blues Restaurant	03/29/2024 08:00 AM - 06:30 PM	Event	1,100.00
The Hangar	03/29/2024 08:00 AM - 06:30 PM	Event	3,950.00
Saturday			
Anaheim Building (#16)	03/30/2024 08:00 AM - 06:00 PM	Event	2,650.00
Baja Blues Restaurant	03/30/2024 08:00 AM - 06:00 PM	Event	1,100.00
The Hangar	03/30/2024 08:00 AM - 06:00 PM	Event	3,950.00
Sunday			
Anaheim Building (#16)	03/31/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Baja Blues Restaurant	03/31/2024 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	03/31/2024 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 26,950.00

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

Move out must be completed by 11:59 AM Sunday - March 31, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD	EA	150.00	EA/DAY	TBD
25 MB Internet - Hard Line	03/28/2024 - 03/30/2024	1.00	EA	250.00	EA/DAY	750.00
50 Amp Drop	Estimate 10	10.00	EA	70.00	EA	700.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 25	25.00	EA	20.00	EA	500.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,300.00	EVT	2,300.00
Forklift	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Hang Tag - 1 Day	Estimate 85	85.00	EA	6.00	EA	510.00

EXHIBIT A

Event Information						
Hang Tag - 3 Day	Estimate 30	30.00	EA	18.00	EA	540.00
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Portable Electronic Message Board	03/28/2024 - 03/30/2024	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Stanchion	Estimate 15	15.00	EA	5.00	EA	75.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						8,545.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	33.00	HR	198.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 10 Hours	10.00	HR	70.00	HR	700.00
Event Day						
Grounds Attendant Lead	03/28/2024 06:45AM - 09:00PM	1.00	EA	33.00	HR	470.25
Grounds Attendant	03/28/2024 06:45AM - 09:00PM	3.00	EA	28.00	HR	1,197.00
Janitorial Attendant	03/28/2024 06:45AM - 09:00PM	6.00	EA	28.00	HR	2,394.00
Grounds Attendant Lead	03/29/2024 07:00AM - 07:30PM	1.00	EA	33.00	HR	412.50
Grounds Attendant	03/29/2024 07:00AM - 07:30PM	3.00	EA	28.00	HR	1,050.00
Janitorial Attendant	03/29/2024 07:00AM - 07:30PM	6.00	EA	28.00	HR	2,100.00
Grounds Attendant Lead	03/30/2024 07:00AM - 09:00PM	1.00	EA	33.00	HR	462.00
Grounds Attendant	03/30/2024 07:00AM - 07:00PM	3.00	EA	28.00	HR	1,008.00
Janitorial Attendant	03/30/2024 07:00AM - 07:00PM	6.00	EA	28.00	HR	2,016.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 9 Hours	9.00	HR	70.00	HR	630.00
<u>Event Sales & Services</u>						
Event Coordinator	03/28/2024 06:45AM - 09:00PM	1.00	EA	54.50	HR	776.63
Event Coordinator	03/29/2024 07:00AM - 07:30PM	1.00	EA	54.50	HR	681.25
Event Coordinator	03/30/2024 07:00AM - 07:00PM	1.00	EA	54.50	HR	654.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
<u>Safety & Security</u>						
Security Attendant	03/27/2024 04:30PM - 09:30PM	2.00	EA	28.00	HR	280.00
Security Attendant - Overnight	03/27/2024 10:00PM - 06:00AM	1.00	EA	28.00	HR	224.00
Security Attendant Lead	03/28/2024 06:45AM - 08:30PM	1.00	EA	33.00	HR	453.75
Security Attendant	03/28/2024 06:45AM - 08:30PM	5.00	EA	28.00	HR	1,925.00
Security Attendant - Overnight	03/28/2024 08:30PM - 06:00AM	1.00	EA	28.00	HR	266.00

EXHIBIT A

Event Information						
Security Attendant Lead	03/29/2024 07:00AM - 07:00PM	1.00	EA	33.00	HR	396.00
Security Attendant	03/29/2024 07:00AM - 07:00PM	7.00	EA	28.00	HR	2,352.00
Security Attendant - Overnight	03/29/2024 07:00PM - 06:00AM	1.00	EA	28.00	HR	308.00
Security Attendant Lead	03/30/2024 07:00AM - 06:30PM	1.00	EA	33.00	HR	379.50
Security Attendant	03/30/2024 07:00AM - 06:30PM	7.00	EA	28.00	HR	2,254.00
<u>Technology</u>						
Technology Attendant	Estimate 2 Hours	2.00	HR	54.50	HR	109.00
<u>Outside Services</u>						
Emergency Medical Services	03/27/2024 05:00PM - 09:00PM	2.00	EA	33.00	HR	264.00
Emergency Medical Services	03/28/2024 07:15AM - 08:30PM	2.00	EA	33.00	HR	874.50
Emergency Medical Services	03/29/2024 07:30AM - 07:00PM	2.00	EA	33.00	HR	759.00
Emergency Medical Services	03/30/2024 07:30AM - 06:30PM	2.00	EA	33.00	HR	726.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 29,482.88

Summary

Facility Rental Total	\$26,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$38,027.88
Refundable Deposit	\$1,500.00

Grand Total: \$66,477.88

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% of Facility Fee)	<i>Upon Signing</i>	\$6,737.50
Second Payment	12/27/2023	\$19,913.92
Third Payment	01/26/2024	\$19,913.23
Fourth Payment	02/27/2024	\$19,913.23
Total:		\$66,477.88

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

BANNERS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2024 Parking Fee is pending and subject to price increase.

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. For Inspiration and Recognition of Science and Technology, FIRST must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, For Inspiration and Recognition of Science and Technology, FIRST must execute changes within the specified timeframe.

FORM F-31

REVIEWED C.G. 12/5/23

APPROVED _____

AGREEMENT NO. **R-053-24**

DATE **December 5, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 30 - 31, 2024

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

See Exhibit A

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

Eastbluff Elementary School Spring Gala

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

\$5,837.00

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

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

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

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

**Eastbluff Elementary School PTA
2627 Vista Del Oro
Newport Beach, CA 92660**

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

By: _____ Date: _____
Title: Cori Kegans, President

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

EXHIBIT A

Event Information			
Event Name:	Eastbluff Elementary School Spring Gala	Contract No:	R-053-24
Contact Person:	Lauren Radie	Phone:	(949) 300-2565
Event Date:	03/30/2024	Hours:	5:00 PM - 11:00 PM

Admission Price:	TBD		
Vehicle Parking Fee:	Private Event (No Parking Fee)	Projected Attendance:	220

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Millennium Barn	03/30/2024 06:00 AM - 05:00 PM	Move In	Included
Silo Building	03/30/2024 06:00 AM - 05:00 PM	Move In	Included
Millennium Barn	03/30/2024 05:00 PM - 11:00 PM	Event	1,300.00
Silo Building	03/30/2024 05:00 PM - 11:00 PM	Event	500.00
Sunday			
Millennium Barn	03/31/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Silo Building	03/31/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			1,800.00

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

Move out must be completed by 11:59 AM Sunday - March 31, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 2 Hours	2.00	EA	20.00	EA	40.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Straw Bale*	TBD	TBD	EA	12.00	EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						440.00

*Based on availability

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	EA	33.00	HR	330.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	TBD	TBD	HR	67.50	HR	TBD
Event Day						
Grounds Attendant Lead	03/30/2024 04:00PM - 12:00AM	1.00	EA	33.00	HR	264.00
Janitorial Attendant	03/30/2024 04:00PM - 12:00AM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	TBD	TBD	HR	67.50	HR	TBD
<u>Event Sales & Services</u>						
Event Coordinator	03/30/2024 04:00PM - 12:00AM	1.00	EA	54.50	HR	436.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant	03/30/2024 04:00PM - 11:30PM	2.00	EA	28.00	HR	420.00
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Insurance

S.E.L.I. Insurance	03/30/2024	1.00	EA	115.00	EA/DAY	115.00
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Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 AM on Sunday - March 31, 2024

Total: 2,797.00

Summary

Facility Rental Total	\$1,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,237.00
Refundable Deposit	\$800.00

Grand Total: \$5,837.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/29/2023	\$2,918.50
Second Payment	02/29/2024	\$2,918.50
Total:		\$5,837.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT A

Event Information

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-055-24**

DATE **December 5, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 8 - December 12, 2024

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

See Exhibit A

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

Vanguard University Overflow Parking

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

\$83,700.00

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

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

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

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

Vanguard University
55 Fair Drive
Costa Mesa, CA 92626

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

By _____ Date: _____
Title: Jeremy Moser, Vice President for
Finance/CFO

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

EXHIBIT "A"

Event Name:	Vanguard University Overflow Parking	Contract No:	R-055-24
Contact Person:	Diane Griffo	Phone:	(714) 966-5487
Event Dates:	01/08/2024 - 12/12/2024	Hours:	January - February: 6:30 AM - 6:00 PM March - December: 7:00 AM - 6:00 PM New Student Orientation Hours August 22 - 23: 6:00 AM - 10:30 PM August 24: 7:00 AM - 12:00 AM August 25: 12:00 PM - 9:00 PM
		Projected Attendance:	January - February: 140 Vehicles Per Day March - December: 100 Vehicles Per Day

OCFEC AGREES TO PROVIDE:

- One hundred forty (140) parking stalls in Parking Lot B, Monday through Thursday starting **January 8, 2024 through February 29, 2024.**
- One hundred (100) parking stalls in Parking Lot B, Monday through Thursday starting **March 1, 2024 through May 1, 2024.**
- Two hundred (200) parking stalls in Parking Lot B, starting **August 22, 2024 through August 23, 2024.**
- Seventy-five (75) parking stalls in Parking Lot B, starting **August 24, 2024 through August 25, 2024**
- One hundred (100) parking stalls in Parking Lot B, Monday through Thursday starting **August 26, 2024 through December 12, 2024.**

RENTER AGREES:

- To provide proof of insurance by **January 8, 2024.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That all vehicles will be removed from OCFEC property after each day.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of Rental Agreement and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new Vanguard University activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 10 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- That all Vanguard University students and staff members parking on OCFEC property will be issued a Vanguard Parking Pass.
- That Renter will provide Vanguard University Security to monitor the parking lots to ensure parking pass compliance. Any Vanguard University vehicles parked without a proper parking pass will be cited.
- To pay \$6.00 per parking stall per day; fourteen (14) days in January, sixteen (16) days in February, twelve (12) days in March, eighteen (18) days in April, one (1) day in May, eight (8) days in August, sixteen (16) days in September, nineteen (19) days in October, fourteen (14) days in November and eight (8) days in December.

Payment Schedule:

Payment of \$43,800 is due on or before **January 8, 2024** for the period covering January through May. Payment of \$39,900 is due on or before **August 22, 2024** for the period covering August through December.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Rental footprint capacity will be determined by State Fire Marshal. Vanguard University must comply with all California State Fire Codes. State Fire Marshal may require changes to the rental layout. If so, Vanguard University must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-057-24 REVISED**

REVIEWED _____

DATE **December 29, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 7 - 10, 2024

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

See Exhibit A

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

FloSports

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

\$27,568.00

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

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

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

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

FloSports
301 Congress Avenue #1500
Austin, TX 78701

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

By: _____ Date: _____
Title: Phil Wendler, EVP Global Rights
Acquisition

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

EXHIBIT A

Event Information			
Event Name:	FloSports	Contract No:	R-057-24 REVISED
Contact Person:	Corinne Shigemoto	Phone:	(737) 233-7206
Event Date:	02/09/2024	Hours:	6:00 PM - 10:00 PM

Admission Price:	TBD	Projected Attendance:	2,000
Vehicle Parking Fee:	\$12.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/07/2024 08:00 AM - 10:00 PM	Move In	1,975.00
Thursday			
The Hangar	02/08/2024 08:00 AM - 10:00 PM	Move In	1,975.00
Friday			
The Hangar	02/09/2024 06:00 PM - 10:00 PM	Event	3,950.00
Saturday			
The Hangar	02/10/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			7,900.00

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

Move out must be completed by 11:59 AM Saturday - February 10, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	TBD	TBD	EA	250.00	EA	TBD
Chair (Individual)	Estimate 1,160	1,160.00	EA	2.50	EA	2,900.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	450.00	EVT	450.00
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Hang Tag - 1 Day	Estimate 55	55.00	EA	6.00	EA	330.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/03/2024 - 02/09/2024	1.00	WK	Included		Included
Portable Electronic Message Board	02/09/2024	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	02/09/2024	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	02/09/2024	1.00	EA	300.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						8,435.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 38 Hours	38.00	HR	28.00	HR	1,064.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/09/2024 05:00PM - 11:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	02/09/2024 05:00PM - 11:00PM	2.00	EA	28.00	HR	336.00
Janitorial Attendant	02/09/2024 05:00PM - 11:00PM	3.00	EA	28.00	HR	504.00
Electrician	TBD	TBD	EA	70.00	HR	TBD

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

Event Sales & Services

Event Coordinator	02/09/2024 05:00PM - 11:00PM	1.00	EA	54.50	HR	327.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00

Safety & Security

Security Attendant Lead	02/09/2024 05:00PM - 10:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	02/09/2024 05:00PM - 10:30PM	5.00	EA	28.00	HR	770.00

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

Technology

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

Emergency Medical Services	02/09/2024 05:30PM - 10:30PM	4.00	EA	33.00	HR	660.00
Orange County Sheriff Services	Estimate Only	1.00	EA	2,250.00	EVT	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 9,733.00

Summary

Facility Rental Total	\$7,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,168.00
Refundable Deposit	\$1,500.00

Grand Total: \$27,568.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$13,784.00
Second Payment	01/08/2024	\$13,784.00

Total: \$27,568.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FOOTAGE

The Association hereby acknowledges that Renter is entering into this Agreement for the purpose of producing, recording, and broadcasting the event ("Footage"). The Association hereby acknowledges that it has no ownership interest in the Footage, made or taken by Renter within the Premises, and Association agrees that Renter shall own exclusively, and be fully responsible for, all right, title and interest therein, including all rights of every kind in such Footage in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Renter. The Renter agrees it will not depict building names, brands, logos, etc, of the Association in the Footage.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-058-24**

REVIEWED _____

DATE **December 14, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 15 - 18, 2024

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

See Exhibit A

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

Impalas Magazine Car Expo

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

\$100,986.00

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

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

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

Impalas Magazine
P.O. Box 110832
Campbell, CA 95020

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

By: _____ Date: _____
Title: **Mark Sermenio, President**

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

EXHIBIT A

Event Information			
Event Name:	Impalas Magazine Car Expo	Contract No:	R-058-24
Contact Person:	Mark Sermeno	Phone:	(408) 314-4686
Event Date:	03/17/2024	Hours:	11:00 AM - 6:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	2,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	03/15/2024 08:00 AM - 05:00 PM	Move In	1,325.00
Costa Mesa Building (#10)	03/15/2024 08:00 AM - 05:00 PM	Move In	2,375.00
Huntington Beach Building (#12)	03/15/2024 08:00 AM - 05:00 PM	Move In	1,875.00
Los Alamitos Building (#14)	03/15/2024 08:00 AM - 05:00 PM	Move In	1,675.00
Main Mall	03/15/2024 08:00 AM - 05:00 PM	Move In	950.00
OC Promenade (Span)	03/15/2024 08:00 AM - 05:00 PM	Move In	1,325.00
Parking Lot I	03/15/2024 08:00 AM - 05:00 PM	Move In	1,100.00
Santa Ana Pavilion (Parade of Products)	03/15/2024 08:00 AM - 05:00 PM	Move In	1,175.00
The Hangar	03/15/2024 08:00 AM - 05:00 PM	Move In	1,975.00
Saturday			
Anaheim Building (#16)	03/16/2024 08:00 AM - 05:00 PM	Move In	1,325.00
Costa Mesa Building (#10)	03/16/2024 08:00 AM - 05:00 PM	Move In	2,375.00
Huntington Beach Building (#12)	03/16/2024 08:00 AM - 05:00 PM	Move In	1,875.00
Los Alamitos Building (#14)	03/16/2024 08:00 AM - 05:00 PM	Move In	1,675.00
Main Mall	03/16/2024 08:00 AM - 05:00 PM	Move In	950.00
OC Promenade (Span)	03/16/2024 08:00 AM - 05:00 PM	Move In	1,325.00
Parking Lot I	03/16/2024 08:00 AM - 05:00 PM	Move In	1,100.00
Santa Ana Pavilion (Parade of Products)	03/16/2024 08:00 AM - 05:00 PM	Move In	1,175.00
The Hangar	03/16/2024 08:00 AM - 05:00 PM	Move In	1,975.00
Sunday			
Anaheim Building (#16)	03/17/2024 11:00 AM - 06:00 PM	Event	2,650.00
Costa Mesa Building (#10)	03/17/2024 11:00 AM - 06:00 PM	Event	4,750.00
Huntington Beach Building (#12)	03/17/2024 11:00 AM - 06:00 PM	Event	3,750.00
Los Alamitos Building (#14)	03/17/2024 11:00 AM - 06:00 PM	Event	3,350.00
Main Mall	03/17/2024 11:00 AM - 06:00 PM	Event	1,900.00
OC Promenade (Span)	03/17/2024 11:00 AM - 06:00 PM	Event	2,650.00
Parking Lot I	03/17/2024 11:00 AM - 06:00 PM	Event	2,200.00
Santa Ana Pavilion (Parade of Products)	03/17/2024 11:00 AM - 06:00 PM	Event	2,350.00
The Hangar	03/17/2024 11:00 AM - 06:00 PM	Event	3,950.00
Monday			
Anaheim Building (#16)	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Costa Mesa Building (#10)	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Los Alamitos Building (#14)	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Main Mall	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/18/2024 06:00 AM - 11:59 AM	Move Out	No Charge

EXHIBIT A

Event Information

The Hangar 03/18/2024 06:00 AM - 11:59 AM Move Out No Charge

Total: 55,100.00

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

Move out must be completed by 11:59 AM Monday - March 18, 2024 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
40 Yard Dumpster	Estimate 5	5.00 EA	234.00 EA	1,170.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	TBD	TBD EA	20.00 EA	TBD
Electrical Splitter Box	Estimate 25	25.00 EA	55.00 EA	1,375.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,500.00 EVT	3,500.00
Forklift	Estimate 25 Hours	25.00 HR	75.00 HR	1,875.00
Forklift (40 Yard Dumpster)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Man Lift	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Marquee Board	02/19/2024 - 03/17/2024	4.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	3/17/2024	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 27 Hours	27.00 HR	75.00 HR	2,025.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EA	300.00
Tonnage Weight (40 Yard Dumpster)	Estimate 10 Tons	10.00 TON	90.00 TON	900.00
Total:				14,130.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 16 Hours	16.00 HR	33.00 HR	528.00
Grounds Attendant	Estimate 32 Hours	32.00 HR	28.00 HR	896.00
Janitorial Attendant	Estimate 24 Hours	24.00 HR	28.00 HR	672.00
Electrician	Estimate 10 Hours	10.00 HR	70.00 HR	700.00
Event Day				
Grounds Attendant Lead	03/17/2024 10:00AM - 07:00PM	1.00 EA	33.00 HR	297.00
Grounds Attendant	03/17/2024 10:00AM - 07:00PM	8.00 EA	28.00 HR	2,016.00
Janitorial Attendant Lead	03/17/2024 10:00AM - 07:00PM	1.00 EA	33.00 HR	297.00
Janitorial Attendant	03/17/2024 10:00AM - 07:00PM	18.00 EA	28.00 HR	4,536.00
Electrician	03/17/2024 10:00AM - 07:00PM	1.00 EA	70.00 HR	630.00
Plumber	03/17/2024 10:00AM - 07:00PM	1.00 EA	70.00 HR	630.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	28.00	HR	1,400.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Electrician	Estimate 10 Hours	10.00	HR	70.00	HR	700.00

Event Sales & Services

Event Coordinator	03/17/2024 10:00AM - 07:00PM	1.00	EA	54.50	HR	490.50
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00

Safety & Security

Security Attendant - Overnight	03/15/2024 08:00PM - 08:00AM	1.00	EA	28.00	HR	336.00
Security Attendant - Overnight	03/16/2024 08:00PM - 08:00AM	1.00	EA	28.00	HR	336.00
Security Attendant Lead	03/17/2024 10:00AM - 06:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	03/17/2024 10:00AM - 06:30PM	8.00	EA	28.00	HR	1,904.00

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

Technology

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

Emergency Medical Services	03/17/2024 10:30AM - 06:30PM	4.00	EA	33.00	HR	1,056.00
Orange County Sheriff Services	Estimate Only	1.00	EA	2,300.00	EVT	2,300.00
Sound Engineer	03/17/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,500.00	EVT	2,500.00

Total: 26,756.00

Summary

Facility Rental Total	\$55,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$40,886.00
Refundable Deposit	\$5,000.00

Grand Total: \$100,986.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$13,775.00
Second Payment	01/16/2024	\$43,605.50
Third Payment	02/15/2024	\$43,605.50

Total: \$100,986.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES – SPONSOR PRODUCTS

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-061-24**

DATE **December 13, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 28 - 29, 2024

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

See Exhibit A

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

International Brazilian Jiu-Jitsu Federation

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

\$19,125.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	International Brazilian Jiu-Jitsu Federation	Contract No:	R-061-24
Contact Person:	Leonardo Araujo	Phone:	(949) 812-2017
Event Date:	02/29/2024	Hours:	6:00 PM - 10:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/28/2024 07:00 AM - 11:59 PM	Move In	1,975.00
Thursday			
The Hangar	02/29/2024 06:00 PM - 10:00 PM	Event	3,950.00
Total:			5,925.00

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

Move out must be completed by 11:59 PM Thursday - February 29, 2024 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00	EA	180.00 EA	180.00
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00 EA	TBD
Bleacher (75 Seat Section)	TBD	TBD	EA	200.00 EA	TBD
Chair (Individual)	Estimate 650	650.00	EA	2.50 EA	1,625.00
Dumpster	Estimate 5	5.00	EA	20.00 EA	100.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	275.00 EVT	275.00
Forklift	Estimate 6 Hours	6.00	HR	75.00 HR	450.00
Man Lift	TBD	TBD	HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00 EA	TBD
Portable Electronic Message Board	02/29/2024	2.00	EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00 HR	TBD
Stanchion	TBD	TBD	EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Total:					3,005.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Day						
Grounds Attendant Lead	02/29/2024 05:00PM - 11:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	02/29/2024 05:00PM - 11:00PM	1.00	EA	28.00	HR	168.00
Janitorial Attendant	02/29/2024 05:00PM - 11:00PM	2.00	EA	28.00	HR	336.00
Electrician	TBD	TBD	EA	70.00	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

Event Sales & Services

Event Coordinator	02/29/2024 05:00PM - 11:00PM	1.00	EA	54.50	HR	327.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00

Safety & Security

Security Attendant Lead	02/29/2024 05:00PM - 10:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	02/29/2024 05:00PM - 10:30PM	2.00	EA	28.00	HR	308.00

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

Technology

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

Emergency Medical Services	02/29/2024 05:30PM - 10:30PM	2.00	EA	33.00	HR	330.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 5,095.00

Summary

Facility Rental Total	\$5,925.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,100.00
Parking Buyout (<i>Based upon 300 vehicles at \$12.00 per vehicle</i>)	\$3,600.00
Refundable Deposit	\$1,500.00

Grand Total: \$19,125.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$9,562.50
Second Payment	01/29/2024	\$9,562.50

Total: \$19,125.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 1/11/24

APPROVED _____

AGREEMENT NO. **R-063-24**

DATE **January 11, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 24, 2024

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

See Exhibit A

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

Western Showdown Market

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

\$12,173.50

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

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

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

**Rave Night Market
1034 E Blue Drive
West Covina, CA 91790**

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

By: _____ Date: _____
Title: Janelle Huerta, Owner

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

EXHIBIT A

Event Information			
Event Name:	Western Showdown Market	Contract No:	R-063-24
Contact Person:	Janelle Huerta	Phone:	(909) 870-7998
Event Date:	02/24/2024	Hours:	3:00 PM - 10:00 PM

Admission Price:	TBD	Projected Attendance:	2,500
Vehicle Parking Fee:	\$12.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Huntington Beach Building (#12)	02/24/2024 07:00 AM - 03:00 PM	Move In	Included
Huntington Beach Building (#12)	02/24/2024 03:00 PM - 10:00 PM	Event	3,750.00

Total: 3,750.00

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

Move out must be completed by 11:59 PM Saturday - February 24, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/18/2024 - 02/24/2024	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00	EA	15.00	EA	150.00
Portable Electronic Message Board	02/24/2024	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						1,410.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Day						
Grounds Attendant Lead	02/24/2024 02:00PM - 11:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	02/24/2024 02:00PM - 11:00PM	1.00	EA	28.00	HR	252.00
Janitorial Attendant	02/24/2024 02:00PM - 11:00PM	2.00	EA	28.00	HR	504.00
Electrician	TBD	TBD	EA	70.00	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

Event Sales & Services

Event Coordinator	02/24/2024 02:00PM - 11:00PM	1.00	EA	54.50	HR	490.50
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00

Safety & Security

Security Attendant Lead	02/24/2024 02:00PM - 10:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	02/24/2024 11:00AM - 10:30PM	1.00	EA	28.00	HR	322.00
Security Attendant	02/24/2024 02:00PM - 10:30PM	2.00	EA	28.00	HR	476.00

Technology

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

Emergency Medical Services	02/24/2024 02:30PM - 10:30PM	2.00	EA	33.00	HR	528.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 5,513.50

Summary

Facility Rental Total	\$3,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,923.50
Refundable Deposit	\$1,500.00

Grand Total: \$12,173.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$12,173.50
Total:		\$12,173.50

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 1/11/24

APPROVED _____

AGREEMENT NO. **R-066-24**

DATE **January 11, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 23 - 26, 2024

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

See Exhibit A

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

The Annual OC Home & Garden Show

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

\$22,979.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	The Annual OC Home & Garden Show	Contract No:	R-066-24	
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664	
Event Date:	02/24/2024 - 02/25/2024	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	

Admission Price:	Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	02/23/2024 12:00 PM - 09:00 PM	Move In	1,975.00
Saturday			
The Hangar	02/24/2024 10:00 PM - 06:00 PM	Event	3,950.00
Sunday			
The Hangar	02/25/2024 10:00 AM - 05:00 PM	Event	3,950.00
Monday			
The Hangar	02/26/2024 07:00 AM - 12:00 PM	Move Out	No Charge
Total:			9,875.00

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

Move out must be completed by 12:00 PM Monday - February 26, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	550.00	EVT	550.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	02/19/2024 - 02/25/2024	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/24/2024 - 02/25/2024	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/24/2024 - 02/25/2024	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						2,240.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 5 Hours	5.00	HR	28.00	HR	140.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 4 Hours	4.00	HR	70.00	HR	280.00

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	02/24/2024 09:00AM - 07:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	02/24/2024 09:00AM - 07:00PM	1.00	EA	28.00	HR	280.00
Janitorial Attendant	02/24/2024 09:00AM - 07:00PM	2.00	EA	28.00	HR	560.00
Electrician	02/24/2024 09:00AM - 07:00PM	1.00	EA	70.00	HR	700.00
Grounds Attendant Lead	02/25/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	02/25/2024 09:00AM - 06:00PM	1.00	EA	28.00	HR	252.00
Janitorial Attendant	02/25/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Electrician	02/25/2024 09:00AM - 06:00PM	1.00	EA	70.00	HR	630.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Sales & Services						
Event Coordinator	02/24/2024 09:00AM - 07:00PM	1.00	EA	54.50	HR	545.00
Event Coordinator	02/25/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant	02/24/2024 09:00AM - 06:30PM	2.00	EA	28.00	HR	532.00
Security Attendant	02/25/2024 09:00AM - 05:30PM	2.00	EA	28.00	HR	476.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	02/24/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	02/25/2024 09:30AM - 05:30PM	2.00	EA	33.00	HR	528.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,364.00
Summary						
Facility Rental Total						\$9,875.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$11,604.00
Refundable Deposit						\$1,500.00
Grand Total:						\$22,979.00
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			Upon Signing		\$22,979.00	
Total:						\$22,979.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

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

BANNERS

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

CANNABIS EVENTS

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

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

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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



R_____

A_____

**AMENDMENT TO SOUTHERN CALIFORNIA PREVIEW
(JANUARY 2024)**

DATE: December 7, 2023

RENTAL AGREEMENT: R-008-24

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Los Alamitos Building (#14)	01/16/2024 08:00 AM - 06:00 PM	Move In	(1,675.00)
Wednesday			
Los Alamitos Building (#14)	01/17/2024 07:30 AM - 07:00 PM	Event	(3,350.00)
Thursday			
Los Alamitos Building (#14)	01/18/2024 07:30 AM - 07:00 PM	Event	(3,350.00)
Friday			
Los Alamitos Building (#14)	01/19/2024 07:30 AM - 03:00 PM	Event	(3,350.00)
		Total:	(11,725.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	01/16/2024 08:00 AM - 06:00 PM	Move In	1,975.00
Wednesday			
The Hangar	01/17/2024 07:30 AM - 07:00 PM	Event	3,950.00
Thursday			
The Hangar	01/18/2024 07:30 AM - 07:00 PM	Event	3,950.00
Friday			
The Hangar	01/19/2024 07:30 AM - 03:00 PM	Event	3,950.00
		Total:	13,825.00





Summary

Rental Agreement Facility Fee Total	\$11,725.00
Revised Amendment #1 Facility Fee Total	\$13,825.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$7,071.25
Parking Buyout (<i>Based upon 150 vehicles at \$12.00 per vehicle</i>)	\$1,800.00
Refundable Deposit	\$1,000.00
Grand Total:	\$23,696.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID - CHECK #8948	\$7,198.75
Second Payment	PAID - CHECK #8971	\$7,198.75
Third Payment	12/15/2023	\$9,298.75
Payment Total:		\$23,696.25

WWSRA
726 Tenacity Drive, Unit B
Longmont, CO 80504

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

By _____ Date: _____
Title: Cami Floros-Garrison, Association Director

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





R.C.G. 1/10/24

A_JH 1/10/24

**AMENDMENT TO SOUTHERN CALIFORNIA PREVIEW
(JANUARY 2024)**

DATE: January 11, 2024

RENTAL AGREEMENT: R-008-24

AMENDMENT #2

Except as herein amended, all other terms and conditions remain as previously agreed upon.

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	01/16/2024 08:00 AM - 06:00 PM	Move In	(1,975.00)
Thursday			
The Hangar	01/18/2024 07:30 AM - 07:00 PM	Event	(3,950.00)
Friday			
The Hangar	01/19/2024 07:30 AM - 03:00 PM	Event	(3,950.00)
Total:			(9,875.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
The Hangar	01/15/2024 08:00 AM - 06:00 PM	Move In	1,975.00
Tuesday			
The Hangar	01/16/2024 07:30 AM - 07:00 PM	Event	3,950.00
Thursday			
The Hangar	01/18/2024 07:30 AM - 03:00 PM	Event	3,950.00
Total:			9,875.00

SUBTRACTION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Janitorial Attendant - AM	01/18/2024 07:00 AM - 11:00 AM	2.00 EA	28.00 HR	(224.00)
Janitorial Attendant - PM	01/18/2024 01:00 PM - 05:00 PM	2.00 EA	28.00 HR	(224.00)
Janitorial Attendant - AM	01/19/2024 07:00 AM - 11:00 AM	2.00 EA	28.00 HR	(224.00)
Janitorial Attendant - PM	01/19/2024 11:00 AM - 03:00 PM	2.00 EA	28.00 HR	(224.00)





Event Sales & Services

Event Coordinator	01/18/2024 06:30 AM - 07:00 PM	2.00 EA	54.50 HR	(681.25)
Event Coordinator	01/19/2024 06:30 AM - 03:00 PM	2.00 EA	54.50 HR	(463.25)

Safety & Security

Security Attendant	01/18/2024 06:30 AM - 07:30 PM	2.00 EA	28.00 HR	(364.00)
Security Attendant	01/19/2024 06:30 AM - 03:30 PM	2.00 EA	28.00 HR	(252.00)

Total: (2,656.50)

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Janitorial Attendant - AM	01/16/2024 07:00 AM - 11:00 AM	2.00 EA	28.00 HR	224.00
Janitorial Attendant - PM	01/16/2024 01:00 PM - 05:00 PM	2.00 EA	28.00 HR	224.00
Janitorial Attendant - AM	01/18/2024 07:00 AM - 11:00 AM	2.00 EA	28.00 HR	224.00
Janitorial Attendant - PM	01/18/2024 11:00 AM - 03:00 PM	2.00 EA	28.00 HR	224.00
<u>Event Sales & Services</u>				
Event Coordinator	01/16/2024 06:30 AM - 07:00 PM	2.00 EA	54.50 HR	681.25
Event Coordinator	01/18/2024 06:30 AM - 03:00 PM	2.00 EA	54.50 HR	463.25
<u>Safety & Security</u>				
Security Attendant	01/16/2024 06:30 AM - 07:30 PM	2.00 EA	28.00 HR	364.00
Security Attendant	01/18/2024 06:30 AM - 03:30 PM	2.00 EA	28.00 HR	252.00
Total:				2,656.50

Summary

Revised Amendment #2 Facility Fee Total	\$13,825.00
Revised Amendment #2 Estimated Equipment, Reimbursable Personnel and Services Total	\$7,071.25
Parking Buyout <i>(Based upon 150 vehicles at \$12.00 per vehicle)</i>	\$1,800.00
Refundable Deposit	\$1,000.00
Grand Total:	\$23,696.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID - CHECK #8948	\$7,198.75
Second Payment	PAID - CHECK #8971	\$7,198.75
Third Payment	PAID	\$9,298.75

Payment Total: \$23,696.25





R_____

A_____

**AMENDMENT TO LEXUS GX DEALER TRAINING
(JANUARY 2024)**

DATE: December 13, 2023

RENTAL AGREEMENT: R-027-24

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
OC Promenade (Span)	01/22/2024 08:00 AM - 05:00 PM	Move In	(1,325.00)
Tuesday			
OC Promenade (Span)	01/23/2024 06:00 AM - 05:00 PM	Event	(2,650.00)
Wednesday			
OC Promenade (Span)	01/24/2024 06:00 AM - 05:00 PM	Event	(2,650.00)
Thursday			
OC Promenade (Span)	01/25/2024 06:00 AM - 05:00 PM	Event	(2,650.00)
Friday			
OC Promenade (Span)	01/26/2024 06:00 AM - 05:00 PM	Event	(2,650.00)
OC Promenade (Span)	01/26/2024 05:00 PM - 11:59 PM	Move Out	(No Charge)
Total:			(11,925.00)

Summary

Rental Agreement Facility Fee Total	\$36,900.00
Revised Amendment #1 Facility Fee Total	\$24,975.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$15,139.50
Parking Buyout (<i>Based upon 400 vehicles at \$12.00 per vehicle</i>)	\$4,800.00
Refundable Deposit	\$1,500.00
Grand Total:	\$46,414.50





Payment Schedule

Payment Schedule

First Payment

Second Payment

Due Date

Upon Signing

12/22/2023

Amount

\$29,169.75

\$17,244.75

Payment Total:

\$46,414.50

Apex Events, LLC dba Apex Performance
9801 Research Drive
Irvine, CA 92618

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

By _____ Date: _____
Title: Forest Smith, Chief Executive Officer

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





WWSRA
726 Tenacity Drive, Unit B
Longmont, CO 80504

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

By _____ Date: _____
Title: Cami Floros-Garrison, Association Director

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





R_____

A_____

**AMENDMENT TO CROSSROADS OF THE WEST GUN SHOW
(JANUARY 2024)**

DATE: January 9, 2024

RENTAL AGREEMENT: R-051-24

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Los Alamitos Building (#14)	01/18/2024 06:00 AM - 07:00 PM	Move In	1,675.00
Friday			
Los Alamitos Building (#14)	01/19/2024 12:00 PM - 06:00 PM	Event	3,350.00
Saturday			
Los Alamitos Building (#14)	01/20/2024 09:00 AM - 05:00 PM	Event	3,350.00
Sunday			
Los Alamitos Building (#14)	01/21/2024 09:00 AM - 04:00 PM	Event	3,350.00
Los Alamitos Building (#14)	01/21/2024 04:00 PM - 11:59 PM	Move Out	Included
Total:			11,725.00

Los Alamitos Building move out must be completed by 11:59 PM Sunday - January 21, 2024 to avoid additional charges.

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				225.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Janitorial Attendant	01/19/2024 10:00 AM - 07:00 PM	2.00 EA	28.00 HR	504.00
Janitorial Attendant	01/20/2024 08:00 AM - 06:00 PM	2.00 EA	28.00 HR	560.00
Janitorial Attendant	01/21/2024 08:00 AM - 05:00 PM	2.00 EA	28.00 HR	504.00
Total:				1,568.00





Summary

Rental Agreement Facility Fee Total	\$45,675.00
Revised Amendment #1 Facility Fee Total	\$57,400.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$75,616.00
Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$77,409.00
Refundable Deposit	\$2,000.00
Grand Total:	\$136,809.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$136,809.00
Payment Total:		\$136,809.00

B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037

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

By _____ Date: _____
Title: Tracy Olcott, Promoter

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



**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2024**

2 of 2

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-008-24 (Amend. #1)	WWSRA	Southern California Preview - AMENDMENT: Building Change	Consumer Show (CON)	The Hangar	01/16/24-01/19/24	23,696.25
R-008-24 (Amend. #2)	WWSRA	Southern California Preview - AMENDMENT: Moved dates	Consumer Show (CON)	The Hangar	01/15/24-01/18/24	23,696.25
R-027-24 (Amend. #1)	Apex Events, LLC dba The Apex Agency	Lexus GX Dealer Training	Training (TRA)	Los Alamitos Building (#14), Parking Lot I	01/22/24-01/26/24	46,414.50
R-051-24 (Amend. #1)	B & L Productions, Inc.	Crossroads of the West Gun Show AMENDMENT: Adding Los Alamitos building	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall	01/18/24-01/22/24	136,809.00