

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
FEBRUARY 2024**

1 of 3

New

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-019-24PA	Gang Touring, Inc. f/s/o Kool & The Gang	Kool & The Gang performing at Pacific Amphitheatre	Fair Time	07/31/24		\$135,000.00
SA-020-24PA	Morris Day Entertainment f/s/o Morris Day & The Time	Morris Day & The Time performing at Pacific Amphitheatre	Fair Time	07/31/24		\$65,000.00
SA-025-24PA	Music Zirconia Talent, LLC f/s/o Bee Gees Gold	Bee Gees Gold performing at Pacific Amphitheatre	Fair Time	07/20/24		\$12,000.00
SA-026-24PA	Music Zirconia Talent, LLC f/s/o ABBA L.A.	ABBA L A performing at Pacific Amphitheatre	Fair Time	07/20/24		\$8,000.00
SA-027-24GE	Frank Thurston	The Magic of Frank Thurston at the Promenade	Fair Time	07/19/24 - 08/18/24		\$27,450.00
SA-028-24GE	Daniel Maika Hamamoto	Danny Maika performing at the Promenade Stage	Fair Time	07/19/24 - 07/21/24		\$1,650.00
SA-029-24GE	Suemy Gonzalez	Suemy Gonzalez performing at the Promenade Stage	Fair Time	08/07/24 - 08/11/24		\$2,000.00
SA-031-24AS	AMP Live Events, LLC	Monster Truck Nitro Tour at the Action Sports Arena	Fair Time	07/22/24 - 07/29/24		\$94,395.00
SA-032-24HB	Scott Patterson f/s/o Atomic Punks	Atomic Punks performing at The Hangar	Fair Time	07/27/24		\$2,750.00
SA-033-24HB	JT Enterprises f/s/o Hollywood U2	Hollywood U2 performing at The Hangar	Fair Time	07/20/24		\$3,000.00
SA-034-24HB	Music Zirconia Talent, LLC f/s/o Elton - The Early Years	Elton - The Early Years performing at The Hangar	Fair Time	07/31/24		\$5,500.00
SA-035-24HB	West Coast Talent Agency f/s/o Red Corvette	Red Corvette performing at The Hangar	Fair Time	07/26/24		\$4,000.00
SA-036-24HB	West Coast Talent Agency f/s/o One More Night	One More Night performing at The Hangar	Fair Time	07/21/24		\$4,000.00
SA-037-24HB	Music Zirconia Talent, LLC f/s/o Ticket To The Moon	Ticket To The Moon performing at The Hangar	Fair Time	07/25/24		\$7,500.00
SA-038-24GE	SAHO Music & Entertainment, LLC f/s/o Sean Oliu	Sean Oliu performing on Meadows Stage	Fair Time	07/19/24 - 07/21/24		\$1,800.00
SA-039-24GE	Matthew J. Koerner	Matt Koerner performing on Meadows Stage	Fair Time	08/14/24 - 08/18/24		\$3,750.00
SA-040-24GE	Timothy Johnson	TJ Banning performing on Meadows Stage	Fair Time	08/07/24 - 08/11/24		\$3,250.00
SA-041-24GE	Simonsen Sounds, Inc. f/s/o Red Light Brass Band	Red Light Brass Band performing at grounds entertainment	Fair Time	07/19/24 - 08/18/24		\$25,300.00
SA-043-24YR	CoNetrex Technology	Network threat protection	Year Round	3/1/24-2/28/25		\$22,708.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-226-23YR (Amend. #1)	Lighting Technology Services, Inc. DBA: LTS Property Services	Replace 6 parking lot light poles. Amend the contract to extend the contract term through April 15, 2024.	Year Round	11/1/23-01/30/24		\$0.00

Amendments (Exercise Option)

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-140-20FT (Amend. #4)	Bar None Group DBA: Pacific Coast Entertainment	Lighting, staging, truss	Fair Time	5/15/20-5/14/25		\$272,156 plus 10% contingency
SA-033-21YR (Amend. #2)	Lance, Soll, Langhard, LLP	Financial Audit	Year Round	5/1/21-4/30/25		\$34,450.00
SA-036-21YR (Amend. #2)	Cart Mart, Inc.	Golf Cart Rental	Fair Time and Year Round	6/1/21-5/31/25		\$163,312.61
SA-037-21YR (Amend. #3)	Sound Media Fusion	To exercise the option year and add additional \$3,500 for sound monitoring days for 2024, and 2025 Fairs	Fair Time and Year Round	6/1/24-5/31/25		\$141,156; plus \$7,000
SA-038-21YR (Amend. #2)	United Site Services of California, Inc.	Fencing rental	Fair Time and Year Round	6/1/21-5/31/25		\$63,540.00
SA-087-21YR (Amend. #4)	Statewide Seating & Grandstands, Inc.	Temporary bleacher rental	Fair Time and Year Round	7/1/21-6/30/25		\$91,237.00
SA-088-21FT (Amend. #2)	LAZ Parking	Shuttle services	Fair Time	7/1/21-6/31/25		\$460,575 Plus 10% contingency
SA-048-22YR (Amend. #1)	Sunbelt Rentals, Inc.	Electronic Message Board	Fair Time	7/1/22-6/30/25		\$72,374.00
SA-079-22FTYR (Amend. #1)	Sunbelt Rentals, Inc.	Portable Light Tower Rental	Fair Time and Year Round	7/1/22-6/30/25		\$64,846 (\$39,846 Fair Time \$25,000 Year Round)
SA-084-22FT (Amend. #1)	AFR Furniture Rental	Office Furniture Rental	Fair Time	5/1/22-4/30/25		\$28,772.47

Amendments (Exercise Option)

3 of 3

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-085-22FTYR (Amend. #2)	Robert's Waste & Recycling	Portable Toilets and Sinks	Fair Time & Year Round	5/1/22-4/30/25		\$39,089 (\$35,089 FT; \$4,000 Year Round)
SA-086-22FT (Amend. #1)	Sunbelt Rentals, Inc.	Generator Rental	Fair Time	6/1/22-5/31/25		\$52,474.00
SA-087-22FT (Amend. #1)	Royal Restrooms of California, Inc.	Shower Trailer Rental	Fair Time	5/1/22-4/30/25		\$50,391.42
SA-088-22FT (Amend. #1)	Innovative Federal Operations Group	Restroom Trailer Rental	Fair Time	5/1/22-4/30/25		\$350,000.00

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-019-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

GANG TOURING, INC. F/S/O KOOL & THE GANG

2. The term of this Agreement is: **07/31/2024** through **07/31/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$135,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work – To provide “Kool & The Gang” at Pacific Amphitheatre on **Wednesday, July 31, 2024. See Page 2 for additional details.**

Pages 1 – 4

Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).

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

Page 5

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

Pages 6 – 10

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

Pages 11 – 13

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

Pages 14 – 17

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

Pages 18 – 20

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

Pages 21 – 22

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

Pages 23 – 27

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

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

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

CONTRACTOR

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

GANG TOURING, INC. F/S/O KOOL & THE GANG

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Douglas Varrichio, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Pyramid Entertainment
10585 Santa Monica Blvd. Los Angeles, CA 90025
(212) 571-7215 dvarrichio@pyramid-ent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre							
2024 Performance Offer							
OC Fair & Event Center / The Pacific Amphitheatre							
88 Fair Drive, Costa Mesa, CA 92626							
This document constitutes a formal offer to perform based on the information specified below.							
		Performer		Offer Amount			
Headliner		Kool & The Gang		\$ 135,000			
Support 1		Morris Day & The Time		\$ 65,000			
Support 2							
Support 3							
Today's Date		09/25/23	Expiration Date	10/05/23	Revision Date	TBD	
Performance Date		07/31/24	Performance Time	TBD	Doors Open	TBD	
Support 2 Start		TBD	Support 1 Start	TBD	Headliner Start	TBD	
Presale Date		TBD	Public Sale Date	TBD	Curfew	TBD	
Agent		Douglas Varrichio/Sal Michales		Agency		Pyramid	
Phone		212-571-7215		Email		dvarrichio@pyramid-ent.com	
Pacific Amphitheatre Contact Information							
Buyer		Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com	
Marketing		Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com	
Production		Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net	
Contracts		Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com	
Buys		Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com	
Counts		Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com	
Ticket Scaling							
Section		Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle		469	30	8	431	\$89.50	\$ 38,575
Orchestra 1		1750	85	10	1655	\$79.50	\$ 131,573
Orchestra 2		748	85	10	653	\$69.50	\$ 45,384
Orchestra 3		0	0	0	0	\$0.00	\$ -
Terrace 1		2798	100	12	2686	\$59.50	\$ 159,817
Terrace 2		2391	100	12	2279	\$49.50	\$ 112,811
Terrace 3		0	0	0	0	\$0.00	\$ -
Total		8156	400	52	7704		\$ 488,158
Expenses / Deductions							
Source		Per Ticket		Total			
Headliner Guarantee		\$0		\$135,000		\$	135,000
Support 1 Guarantee		\$0		65,000		\$	65,000
Support 2 Guarantee		\$0		0		\$	-
Support 3 Guarantee		\$0		0		\$	-
House Expenses		\$0		105,000		\$	105,000
Advertising		\$0		15,000		\$	15,000
Facility Fee		\$5.00		38,520		\$	38,520
Total Expenses/Deductions						\$	358,520
Adjusted Gross Potential						\$	129,638

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Kool & The Gang

A. support – Morris Day & The Time

II. Offer Financials

- A. \$135,000 flat for Kool & The Gang. \$65,000 flat for Morris Day & The Time. Offer contingent on both Kool & The Gang and Morris Day confirming.
- B. Offer is all in and **inclusive of all costs**, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist. Festival at SOFI Stadium ok as long as there are no announce/ad/onsale restrictions.

III. Deal Points

- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

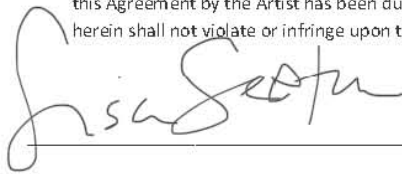
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
 - 1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
 - 2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets 20.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged \$2,000 per truck.
- H. There is a \$5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
 - 1. The runner will be shared with all Artists.
 - 2. The runner will start at load in time.
 - 3. The runner will be released no later than one (1) hour after the end of the performance.
 - 4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

- VI. Catering
- A. Catering is capped at \$4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
 - 1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
 - 2. There are no catering buyouts.
 - B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
 - 1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
 - 2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
 - a. Working areas are restricted to working personnel only.
- VII. Merchandise
- A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.
- VIII. Safety and Security
- A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
 - B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
 - C. Every person entering the backstage area must be able to be identified as someone who belongs there.
 - 1. Every person given access the backstage area identification/credentials verifying access.
 - D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
 - E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
 - F. California State law will be enforced.
- IX. Force Majeure.
- A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
 - 1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
 - B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
 - C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.
- X. Agreement
- A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.



Talent Buyer

Date

Artist Representative

Date

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00) upon satisfactory completion of services herein required on Wednesday, July 31, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 31, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

CURFEW

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

PAYMENT

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

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

PUBLIC ACCESS TO FACILITY

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

DECIBEL LEVEL

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

MEDIA – WEB SITE

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

MEDIA – INTERVIEW

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

MEDIA – VIDEO

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

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

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

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

CONTRACTOR'S POWER AND AUTHORITY

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

-End Exhibit E-

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

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

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

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

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

EXHIBIT G – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit H-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

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

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit I-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-020-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MORRIS DAY ENTERTAINMENT F/S/O MORRIS DAY & THE TIME

2. The term of this Agreement is: **07/31/2024** through **07/31/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$65,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work – To provide “Morris Day & The Time” at Pacific Amphitheatre on **Wednesday, July 31, 2024. See Page 2 for additional details.**
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).

Pages 1 – 4

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

Page 5

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

Pages 6 – 10

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

Pages 11 – 13

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

Pages 14 – 17

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

Pages 18 – 20

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

Pages 21 – 22

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

Pages 23 – 27

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

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

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

CONTRACTOR

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

MORRIS DAY ENTERTAINMENT F/S/O MORRIS DAY & THE TIME

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Douglas Varrichio, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Pyramid Entertainment
10585 Santa Monica Blvd. Los Angeles, CA 90025
(212) 571-7215 dvarrichio@pyramid-ent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre						
2024 Performance Offer						
OC Fair & Event Center / The Pacific Amphitheatre						
88 Fair Drive, Costa Mesa, CA 92626						
This document constitutes a formal offer to perform based on the information specified below.						
		Performer			Offer Amount	
Headliner		Kool & The Gang			\$ 135,000	
Support 1		Morris Day & The Time			\$ 65,000	
Support 2						
Support 3						
Today's Date		09/25/23	Expiration Date	10/05/23	Revision Date	TBD
Performance Date		07/31/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start		TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date		TBD	Public Sale Date	TBD	Curfew	TBD
Agent		Douglas Varrichio/Sal Michales		Agency	Pyramid	
Phone		212-571-7215		Email	dvarrichio@pyramid-ent.com	
Pacific Amphitheatre Contact Information						
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com	
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com	
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net	
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com	
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com	
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com	
Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	\$89.50	\$ 38,575
Orchestra 1	1750	85	10	1655	\$79.50	\$ 131,573
Orchestra 2	748	85	10	653	\$69.50	\$ 45,384
Orchestra 3	0	0	0	0	\$0.00	\$ -
Terrace 1	2798	100	12	2686	\$59.50	\$ 159,817
Terrace 2	2391	100	12	2279	\$49.50	\$ 112,811
Terrace 3	0	0	0	0	\$0.00	\$ -
Total	8156	400	52	7704		\$ 488,158
Expenses / Deductions						
Source	Per Ticket	Total				
Headliner Guarantee	\$0	\$135,000			\$	135,000
Support 1 Guarantee	\$0	65,000			\$	65,000
Support 2 Guarantee	\$0	0			\$	-
Support 3 Guarantee	\$0	0			\$	-
House Expenses	\$0	105,000			\$	105,000
Advertising	\$0	15,000			\$	15,000
Facility Fee	\$5.00	38,520			\$	38,520
Total Expenses/Deductions					\$	358,520
Adjusted Gross Potential					\$	129,638

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Kool & The Gang

A. support – Morris Day & The Time

II. Offer Financials

- A. \$135,000 flat for Kool & The Gang. \$65,000 flat for Morris Day & The Time. Offer contingent on both Kool & The Gang and Morris Day confirming.
- B. Offer is all in and **inclusive of all costs**, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist. Festival at SOFI Stadium ok as long as there are no announce/ad/onsale restrictions.

III. Deal Points

- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
 - 1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
 - 2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets 20.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional rise(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged \$2,000 per truck.
- H. There is a \$5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
 - 1. The runner will be shared with all Artists.
 - 2. The runner will start at load in time.
 - 3. The runner will be released no later than one (1) hour after the end of the performance.
 - 4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

- VI. Catering
- A. Catering is capped at \$4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
 - 1. Pacific Amphitheatre will not provide “after show food” or “bus stock”. If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
 - 2. There are no catering buyouts.
 - B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
 - 1. Alcohol may be provided, but must be purchased in advance through the Venue’s Master Concessionaire. Contact information is available through the Production Manager.
 - 2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
 - a. Working areas are restricted to working personnel only.
- VII. Merchandise
- A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.
- VIII. Safety and Security
- A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
 - B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
 - C. Every person entering the backstage area must be able to be identified as someone who belongs there.
 - 1. Every person given access the backstage area identification/credentials verifying access.
 - D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
 - E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
 - F. California State law will be enforced.
- IX. Force Majeure.
- A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District’s facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party’s control and which renders either party’s performance impossible, infeasible, or unsafe, (“Force Majeure Event”), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
 - 1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
 - B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
 - C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.
- X. Agreement
- A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer

Date

Artist Representative

Date

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) upon satisfactory completion of services herein required on Wednesday, July 31, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 31, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

CURFEW

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

PAYMENT

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

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

PUBLIC ACCESS TO FACILITY

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

DECIBEL LEVEL

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

MEDIA – WEB SITE

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

MEDIA – INTERVIEW

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

MEDIA – VIDEO

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

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

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

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

CONTRACTOR'S POWER AND AUTHORITY

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

-End Exhibit E-

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

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

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

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

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

EXHIBIT G – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit H-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

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

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit I-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-025-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MUSIC ZIRCONIA TALENT, LLC F/S/O BEE GEES GOLD

2. The term of this Agreement is: **07/20/2024** through **07/20/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$12,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work – To provide “Bee Gees Gold” at Pacific Amphitheatre on **Saturday, July 20, 2024. See Page 2 for additional details.**
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).

Pages 1 – 4

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

Page 5

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

Pages 6 – 10

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

Pages 11 – 13

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

Pages 14 – 17

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

Pages 18 – 20

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

Pages 21 – 22

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

Pages 23 – 27

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

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

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

CONTRACTOR

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

MUSIC ZIRCONIA TALENT, LLC F/S/O BEE GEES GOLD

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Michael Twombly, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

**5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@mztributebands.com****STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

CONTRACT REPRESENTATIVES:

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

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Bee Gees Gold," a tribute to Bee Gees on Saturday, July 20, 2024.
2. To perform one (1) approximately 65 minute set on Pacific Amphitheatre stage beginning at approximately 7:30 p.m..

Radius

1. The Pacific Amphitheatre has market exclusivity for this performance. No performance or advertising is allowed for events within a 90 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 150 days prior to the performance date.

Operations / Production

1. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
2. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
3. Any labor to strike or restore changes or additions to the existing production in the Pacific Amphitheatre will be at the sole expense of the Contractor.

Ticketing

1. Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins.
2. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge.
3. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale.
4. Artist or Artist representative must request a desire to hold tickets prior to pre-sale or public sale, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released without notification for public sale.
5. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders.
6. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider.
7. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as, but not limited to, Groupon, Living Social, Goldstar, etc.
8. Venue may, at its discretion, offer group discounts of up to 20%.

EXHIBIT A – SCOPE OF WORK (CONT.)

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Pacific Amphitheatre is a tobacco-free venue and its use therein is strictly forbidden.
2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed TWELVE THOUSAND DOLLARS (\$12,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a dressing room trailer in the backstage area.

Credentials

1. To provide twenty (20) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.
2. Complimentary tickets can be arranged through the Production Manager on the performance day.

Event Marketing

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

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWELVE THOUSAND DOLLARS (\$12,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 20, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

CURFEW

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

PAYMENT

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

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

PUBLIC ACCESS TO FACILITY

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

DECIBEL LEVEL

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

MEDIA – WEB SITE

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

MEDIA – INTERVIEW

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

MEDIA – VIDEO

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

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

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

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

CONTRACTOR'S POWER AND AUTHORITY

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

-End Exhibit E-

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

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

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

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

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

EXHIBIT G – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit H-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

Distribution: OC FEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

Distribution: OC FEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit I-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-026-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MUSIC ZIRCONIA TALENT, LLC F/S/O ABBA L.A.

2. The term of this Agreement is: **07/20/2024** through **07/20/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$8,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work – To provide “ABBA L.A.” at Pacific Amphitheatre on **Saturday, July 20, 2024. See Page 2 for additional details.**

Pages 1 – 4

Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).

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

Page 5

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

Pages 6 – 10

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

Pages 11 – 13

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

Pages 14 – 17

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

Pages 18 – 20

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

Pages 21 – 22

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

Pages 23 – 27

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

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

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

CONTRACTOR

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

MUSIC ZIRCONIA TALENT, LLC F/S/O ABBA L.A.

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Michael Twombly, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@mztributebands.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

CONTRACT REPRESENTATIVES:

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

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "ABBA L.A.," a tribute to ABBA on Saturday, July 20, 2024.
2. To perform one (1) approximately 65 minute set on Pacific Amphitheatre stage beginning at approximately 9:00 p.m.

Radius

1. The Pacific Amphitheatre has market exclusivity for this performance. No performance or advertising is allowed for events within a 90 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 150 days prior to the performance date.

Operations / Production

1. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
2. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
3. Any labor to strike or restore changes or additions to the existing production in the Pacific Amphitheatre will be at the sole expense of the Contractor.

Ticketing

1. Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins.
2. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge.
3. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale.
4. Artist or Artist representative must request a desire to hold tickets prior to pre-sale or public sale, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released without notification for public sale.
5. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders.
6. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider.
7. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as, but not limited to, Groupon, Living Social, Goldstar, etc.
8. Venue may, at its discretion, offer group discounts of up to 20%.

EXHIBIT A – SCOPE OF WORK (CONT.)

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Pacific Amphitheatre is a tobacco-free venue and its use therein is strictly forbidden.
2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed EIGHT THOUSAND DOLLARS (\$8,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a dressing room trailer in the backstage area.

Credentials

1. To provide twenty (20) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.
2. Complimentary tickets can be arranged through the Production Manager on the performance day.

Event Marketing

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

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of EIGHT THOUSAND DOLLARS (\$8,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 20, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

CURFEW

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

PAYMENT

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

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

PUBLIC ACCESS TO FACILITY

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

DECIBEL LEVEL

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

MEDIA – WEB SITE

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

MEDIA – INTERVIEW

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

MEDIA – VIDEO

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

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

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

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

CONTRACTOR'S POWER AND AUTHORITY

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

-End Exhibit E-

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

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

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

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

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

EXHIBIT G – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit H-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

Distribution: OC FEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

Distribution: OC FEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit I-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-027-24GE

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

FRANK THURSTON

2. The term of this Agreement is: **07/19/2024** through **08/18/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$27,450.00 (\$21,050.00 TALENT; \$6,400.00 ACCOMODATION BUY OUT)**

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

Exhibit A – Scope of Work – **To provide “The Magic of Frank Thurston” at the 2024 OC Fair, July 19 – August 18. See Page 2 for additional details.**

Pages 1 – 3

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

Page 4

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

Pages 5 – 8

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

Pages 9 – 12

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

Pages 13 – 15

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

Pages 16 – 18

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

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

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

CONTRACTOR

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

FRANK THURSTON

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank Thurston, Magician

CONTRACTOR BUSINESS ADDRESS

**11806 Willow Park Way, Bakersfield, CA 93311
(877) 624-4238 magicmanfrank@earthlink.net**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

The Magic of Frank Thurston
Name: Frank Thurston
Title: Magician
Phone number: (877) 624-4238

CONTRACTOR AGREES:

1. To provide entertainment as, "The Magic of Frank Thurston," from July 19 – August 18 except Mondays and Tuesdays and Wednesday, August 7, at the 2024 OC Fair.
2. Performances shall take place three (3) times per day on the Explorium Stage in the Promenade. Each performance shall last approximately thirty-five (35) to forty (40) minutes. Specific show times shall be determined by the District and communicated to Contractor. No performances shall take place on Mondays or Tuesdays.
3. To provide costumes, any additional performance music, and all props.
4. To provide Master of Ceremony services in the OC Promenade for the 2024 OC Fair Culinary Arts nightly Food Contests, July 19 through August 18, except on August 7. Contests typically take place at 7 p.m. on the OC Promenade Stage. Several rounds of contests may be provided (for youth & adults). Culinary Arts staff will provide list of nightly contests and will coordinate sign-ups, secure supplies and prep as needed for contests.
5. No solicitation of tips or tip jars are allowed.
6. To provide biographical and news release information as necessary.
7. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
8. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
9. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
10. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
11. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
12. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
13. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
14. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

15. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.
16. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DISTRICT AGREES:

1. To provide stage, lighting and other production items required to facilitate performances, as determined necessary by the District.
2. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
3. To provide unsupervised storage location for equipment, as necessary.
4. To provide non-exclusive dressing/break area.
5. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 10 above.
6. To pay Contractor a total sum not to exceed TWENTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$27,450.00), inclusive of SIX THOUSAND FOUR HUNDRED DOLLAR (\$6,400.00) accommodation buyout, upon satisfactory completion of services herein required. Payment schedule is as follows:
 - A. TWELVE THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$12,560.00) inclusive of THREE THOUSAND DOLLARS (\$3,000.00) accommodation buyout for services completed through Thursday, August 1, 2024. Payment shall be made on Friday, August 2, 2024.
 - B. FOURTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$14,890.00) inclusive of THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400.00) accommodation buyout for services completed starting Friday, August 2 through Sunday, August 18, 2024. Payment shall be made on Sunday, August 18, 2024.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5780-70	\$19,800.00
	5105-70	\$ 6,400.00
	5100-29	\$ 1,250.00

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWENTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$27,450.00), inclusive of SIX THOUSAND FOUR HUNDRED DOLLAR (\$6,400.00) accommodation buyout, upon satisfactory completion of services herein required. Payment schedule is as follows:

- A. ELEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$11,370.00) inclusive of THREE THOUSAND DOLLARS (\$3,000.00) accommodation buyout and for services completed through Thursday, August 1, 2024. Payment shall be made on Friday, August 2, 2024.
- B. FOURTEEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$14,280.00) inclusive of THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400.00) accommodation buyout and for services completed starting Friday, August 2 through Sunday, August 18, 2024. Payment shall be made on Sunday, August 18, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 2, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

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

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

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

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

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City State ZIP

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-028-24GE

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

DANIEL MAIKA HAMAMOTO

2. The term of this Agreement is: **07/19/2024** through **07/21/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$1,650.00**

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

Exhibit A – Scope of Work – **To provide “Danny Maika” at the 2024 OC Fair, July 19 – July 21.**
See Page 2 for additional details.

Pages 1 – 3

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

Page 4

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

Pages 5 – 8

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

Pages 9 – 12

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

Pages 13 – 15

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

Pages 16 – 18

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

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

CONTRACTOR

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

DANIEL MAIKA HAMAMOTO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Danny Maika, Performer

CONTRACTOR BUSINESS ADDRESS

8211 San Angelo Drive, Apt. L4, Huntington Beach, CA 92647
(714) 310-8222 info@dannymaika.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
 Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

Danny Maika
Name: Daniel Maika Hamamoto
Title: Performer
Phone number: (714) 310-8222

1. To provide the performer “Danny Maika,” on the Promenade Stage from July 19 - 21 at the 2024 OC Fair.
2. The performances shall take place Friday and Saturday, 8:15 p.m., 9:15 p.m. and 10:15 p.m.; Sunday at 8:15 p.m. and 9:15 p.m. Each performance on Friday and Saturday shall consist of three (3) sets and Sunday shall consist of two (2) sets. Each set will be approximately 45 minutes on with 15 minutes breaks in between. The last set each night will be thirty (30) minutes in length, ending approximately 15 minutes prior to the Promenade closing.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
12. The District’s obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District’s control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

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

DISTRICT AGREES:

1. To provide the Promenade Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To provide fifteen (15) complimentary 2024 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking
4. To waive venue merchandise split provided Contractor sells.
5. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
6. To pay Contractor a total sum not to exceed ONE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,650.00) upon satisfactory completion of work herein required on Sunday, July 21, 2024.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,650.00) upon satisfactory completion of work herein required on Sunday, July 21, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 21, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

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

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

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

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

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

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

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City State ZIP

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-029-24GE

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SUEMY GONZALEZ

2. The term of this Agreement is: **08/07/2023** through **08/11/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$2,000.00**

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

Exhibit A – Scope of Work – **To provide “Suemy Gonzalez” at the 2024 OC Fair, August 7, 8, 10 and 11.**
See Page 2 for additional details.

Pages 1 – 3

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

Page 4

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

Pages 5 – 8

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

Pages 9 – 12

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

Pages 13 – 15

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

Pages 16 – 18

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

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

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

CONTRACTOR

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

SUEMY GONZALEZ

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Suemy Gonzalez, Musician

CONTRACTOR BUSINESS ADDRESS

513 East F Street, Ontario, CA 91764
(626) 476-9624 suemygviolin@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

Suemy Gonzalez
Name: Suemy Gonzalez
Title: Musician
Phone number: (626) 476-9624

1. To provide the performer “Suemy Gonzalez,” on the Promenade Stage from August 7, 8, 10 and 11 at the 2024 OC Fair. No performance on August 9, 2024
2. The performances shall take place Wednesday, Thursday and Sunday at 8:15 p.m. and 9:15 p.m.; Saturday, 8:15 p.m., 9:15 p.m. and 10:15 p.m. Each performance on Wednesday, Thursday and Sunday shall consist of two (2) sets; Sunday shall consist of three (3) sets. Each set will be approximately 45 minutes on with 15 minutes breaks in between. The last set each night will be thirty minutes in length, ending approximately 15 minutes prior to the Promenade closing.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
12. The District’s obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District’s control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

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

DISTRICT AGREES:

1. To provide the Promenade Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To provide twenty-five (25) complimentary 2024 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking
4. To waive venue merchandise split provided Contractor sells.
5. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
6. To pay Contractor a total sum not to exceed TWO THOUSAND DOLLARS (\$2,000.00) upon satisfactory completion of work herein required on Sunday, August 11, 2024.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWO THOUSAND DOLLARS (\$2,000.00) upon satisfactory completion of work herein required on Sunday, August 11, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #22-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
- 2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OC FEC Business Partner customer-facing employees. All OC FEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OC FEC and/or patronize an OC FEC Business Partner. For the benefit of the public, OC FEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OC FEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OC FEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OC FEC Business Partner fails to comply with event attendance limitations, the OC FEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OC FEC BUSINESS PARTNER COMPLIANCE

OC FEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OC FEC Business Partner fails to comply with these COVID-19 Guidelines, the OC FEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OC FEC, OC FEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OC FEC Business Partner, OC FEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OC FEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OC FEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OC FEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OC FEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OC FEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OC FEC rejects the OC FEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OC FEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OC FEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OC FEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City State ZIP

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-031-24AS

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

AMP LIVE EVENTS, LLC

2. The term of this Agreement is: **07/22/2024** through **07/29/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$94,395.00 (\$85,470.00 FLAT plus \$8,925.00 ACCOMODATION BUY OUT)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide the 32nd District Agricultural Association with all labor, equipment, and materials to produce “Monster Truck Nitro Tour” July 24 – July 28 for the 2024 OC Fair.** Pages 1 – 5

See Page 2 for additional details.

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 6

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 7 – 10

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 11 – 14

Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement)

Pages 15 – 18

Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)

Pages 19 – 21

Exhibit G – COVID-19 Infection Mitigation Protocol & Procedures (Attached hereto as part of this agreement)

Pages 22 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

AMP LIVE EVENTS, LLC

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Tony Maderazzo, Chief Operations Officer

CONTRACTOR BUSINESS ADDRESS

**12630 N. 103rd Avenue, Suite 244, Sun City, AZ 85351
(602) 531-3334 tony@mtdtour.com**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

AMP Live Events LLC
Name: Tony Maderazzo
Title: Chief Operations Officer
Phone number: (602) 531-3334

CONTRACTOR AGREES:

1. To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the Monster Truck Nitro Tour, from Wednesday, July 24, 2024 through Sunday, July 28, 2024. Event dates and times are as follows.
 - a. Wednesday, July 24, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - b. Thursday, July 25, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - c. Friday, July 26, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - d. Saturday, July 27, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - e. Sunday, July 28, at 7:00 p.m. Event must conclude by 9:00 p.m.
2. Move in and set up shall take place beginning Monday, July 22, 2024 through 12:00 p.m., Wednesday, July 24, 2024. There will be a very tight turn-around between the time the previous promoter has to tear down and move out, and the time Contractor has to move in and set up. It is very important that Contractor arrives prepared and with a spirit of cooperation in order to facilitate changeover in the most efficient way possible. Teardown shall take place following the last event on Sunday, July 28, 2024, and, if necessary, shall conclude no later than Monday, July 29, 2024 at 9:00 a.m.
3. Provisions:
 - a. That the premier consideration in the presentation of the Monster Truck Nitro Tour event is the safety of the audience, staff, participants and all others in attendance.
 - b. To provide five (5) top-level monster trucks.
 - c. To include Tuff Truck racing as part of the event. All Tuff Trucks shall adhere to Sound Restrictions detailed in Exhibit A, Contractor Agrees, Section 10. Item b.
 - d. To provide professional event announcer for each show. In addition, to providing color commentary, the announcer shall promote future Monster Truck Nitro Tour events and other events taking place during the 2024 OC Fair. The District representative will provide information pertaining to other OC Fair events. Contractor's announcer may be supplemented by District commentator.
 - e. To design the Monster Truck Nitro Tour track and instruct District operations crew on construction. To oversee the general production of the event and to ensure its safe and successful completion.
 - f. To provide and place crushed vehicles on the Monster Truck track.
 - g. To assist in the identification and orchestration of promotional and media opportunities associated with the event and performances.
 - h. To promote the event(s) on Contractor's website.
 - i. To provide participant and public liability insurance, which includes any VIP Pit Party and General Pit Party events.
 - j. To oversee and be responsible for payment to individual drivers.
 - k. To provide Monster Trucks for displays and/or parades. Displays and/or parades will be onsite only, trailers will not be necessary.
 - l. Contractor is responsible for clean-up and removal of all props, including cars, signage, flyers and any debris associated with the event in the Arena infield and backstage Pit area.

EXHIBIT A – SCOPE OF WORK (CONT.)

4. Promotional Support:

- a. To provide news release to the District for electronic and print media. All media should be directed through the OC Fair Communications Director, Terry Moore (tmoore@ocfair.com).
- b. To provide driver for interviews.
- c. Design an “OC Fair” specific Monster Truck graphic for marketing use.

5. Merchandise:

- a. Contractor shall retain 100% of merchandise sales and will be solely responsible for merchandise sales staffing.
- b. Merchandise must depict graphics and text as appropriate for a family-oriented environment of all ages.

6. VIP Package

- a. Contractor shall insure that all Monster Truck drivers and Tuff Truck drivers are present for a VIP meet-and-greet 90 minutes prior to each performance for one hour in the Arena infield. The infield will be cleared one half hour prior to the start of the Monster Truck event. VIP admission holders will be provided the opportunity to meet the drivers, take pictures with the trucks, ask questions and get autographs. The District will retain 100% of all VIP admission sales.

7. Participant/Staff Parking:

- a. Participant’s parking to be located in the Action Sports Arena “Pit Area.” Staff parking to be located in designated parking areas, as directed by District Management.
- b. Contractor to provide all event management, participants and officials necessary to execute the performance events in a highly professional and timely manner.

8. Notice of Schedule of Events:

- a. To provide copy of all advertising and promotional material related to District event(s) before it is released. No advertising material should be released without first being reviewed by the District’s Marketing Director, Ruby Lau (rlau@ocfair.com).

9. Race:

- a. No race or event shall begin without emergency services personnel on standby in the “Pit Area.” Emergency personnel shall be provided by the District.
- b. No alcoholic beverages to be consumed in the “Pit Area” by anyone involved in the production of races prior to the scheduled race and during the racing program. Contractor will assist and cooperate with OC FEC Security personnel for monitoring and enforcing this restriction.
- c. The “Pit Area” to be restricted to participants, mechanics and officials until the race program is concluded, unless Contractor’s insurance specifically allows.
- d. All repair and maintenance of vehicles shall be performed in designated “Pit Area” only.
- e. To adhere to all State of California building, safety and fire codes and laws.

10. Sound Mitigation:

- a. To be held responsible for the installation of effective and approved mufflers on all motorized racing event participant vehicles in order to reduce noise and to be in compliance with the rules and regulations set forth herein regarding noise. Each Monster Truck vehicle must have a minimum of a series chain of two (2) mufflers per header (four (4) at minimum). Mufflers must be of a type designed to specifically and significantly reduce radiated noise.
- b. Contractor fully understands that the decibel levels outlined herein are to be strictly adhered to:
 - i. Noise levels are adhered to by the District throughout the event(s) and consist of listening tests as well as measurements. At no time, in any housing area, shall the decibel level be above 55 dB, Z weighted.

EXHIBIT A – SCOPE OF WORK (CONT.)

- ii. Complaints from the surrounding housing areas will be addressed by the District sound monitor in the housing area and a physical listening assessment of the noise will be conducted. Audible noise, irrespective of measured noise, must be reduced to a level specified by the District monitor.
 - iii. Contractor agrees to a sound check for each Monster Truck vehicle and Tuff Truck vehicle prior to each event. These tests will be conducted under the conditions of the actual event.
 - c. Sound system will be set at a decibel level specified and controlled by the District. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 9:30 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
 - d. Failure to comply with District sound restrictions and mandated mitigation requirements may result in cancellation of the event by District management with the performance fee being reduced by the appropriate prorated amount.
11. Food/Alcoholic Beverage Concessions
- a. District retains all concession rights for the sale of food, beverage and alcohol in and about the Action Sports Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.
12. Exit Gates:
- a. No major exits shall be obstructed or secured in the closed position.
13. Additional Costs:
- a. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor shall be billed.
14. Acceptance of Grounds:
- a. Contractor accepts the grounds as they exist. Should Contractor view an area and feel it is unsafe, Contractor must report the area immediately to the District.
15. Injuries:
- a. All injuries must be reported immediately to the District's Security personnel, giving the name of individual, type of injury, location of injury and description of how injury occurred.
16. Decorative Materials:
- a. All decorating material must be removed by Contractor at the conclusion of the event.
 - b. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to the Fairground facilities and equipment is prohibited. Masking tape and gaffer tape is permitted.
17. Signs:
- a. That the District has exclusive sponsorship rights to this event. The Contractor may seek and secure sponsorship that does not conflict with the sponsors secured by the District. All Contractor sponsorship opportunities must be submitted to Director of Entertainment for approval before any Contractor/Sponsor agreement is reached. District sponsors have priority in all circumstances. All banner, sign and merchandising placement must be approved by District staff. It is the responsibility of the Contractor to inform non-Fair sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.
 - b. Contractor or sponsors may not sell or distribute any adhesive stickers at any time within the confines of the fairgrounds.

EXHIBIT A – SCOPE OF WORK (CONT.)

18. Arrival of Items:

- a. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.

19. Distribution Outside Contracted Space:

- a. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.

20. Additional:

- a. The Contractor is fully responsible for the behavior and actions of all riders and participants, all rider and participant guests given access to the backstage/PIT area, all employees of Monster Truck Nitro Tour, and all sub-contractors provided by the Contractor to facilitate the event. No alcohol or any other controlled substance may be taken while any of the aforementioned are on the OC Fair & Event Center grounds. If any riders or participants violate this restriction, they will not be allowed to participate in the event and the rider portion of the event fee will be reduced by 10% per incident. Employees of the Monster Truck Nitro Tour are expected to act in a professional manner at all times while on the OC Fair & Event Center grounds. If employees of the Contractor abandon their responsibilities in advance of the event, during the event or following the event, it is the expectation that Contractor will provide a fully qualified replacement or that the performance fee will be reduced by an appropriate amount.
- b. Contractor is responsible for the oversight of all rider, participant, guest and employee activity in the backstage/PIT area, including but not limited to behavior, parking and registration.
- c. Gate 7 will be locked at 11:00 p.m. each night. All non-event vehicles including personal vehicles of drivers, employees of AMP Live Events and guests must be removed from the Pit Area before gate is locked at 11:00 p.m. An employee of AMP Live Events must remain on site until all personal vehicles have vacated the Pit Area.
- d. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- e. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To pay Contractor a total sum not to exceed NINETY FOUR THOUSAND THREE HUNDRED NINETY FIVE DOLLARS (\$94,395.00) inclusive of EIGHT THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$8,925.00) accommodation buyout upon satisfactory completion of work herein required on Sunday, July 28, 2024.
2. To provide the Action Sports Arena (production trailer, restrooms, track, entire area fenced in and enclosed for seating of the public and pit area for participants).
3. To provide equipment and operations crew to build the event track under the direction of Contractor. This includes one (1) loader, or similar machine, one (1) 8,000-pound all-terrain, extended reach forklift, and one (1) CAT 239D or similar. Equipment pieces will be available from July 22, 2024, at 9:00 a.m. through July 29, 2024, at 9:00 a.m.
4. To provide fill dirt transported to the proper location on the track to build ramps.
5. To provide emergency services personnel for all events.
6. To provide adequate parking for participants.
7. To provide all necessary lights and sound required to produce event performances.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5780-70	\$85,470.00
	5105-70	\$ 8,925.00

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed NINETY FOUR THOUSAND THREE HUNDRED NINETY FIVE DOLLARS (\$94,395.00) inclusive of EIGHT THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$8,925.00) accommodation buyout upon satisfactory completion of work herein required on Sunday, July 28, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist and Contractor (terms may be used interchangeably) shall adhere to all starting times as indicated in this Agreement.

PERFORMANCE LENGTH/TIMES

Contractor shall adhere to performance lengths and times as indicated in this Agreement.

CURFEW

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the 32nd District Agricultural Association (District) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand (\$1,000) dollars per minute for the first five (5) minutes and an additional ten thousand (\$10,000) dollars for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are not residents of California will be subject to seven percent (7%) State Withholding at Source as determined by the Franchise Tax Board.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the event. However, this opening time is subject to change at the discretion of the District. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the District, State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor will adhere to the sound ordinance observed by the District. Exact levels will be available upon request and random readings will be taken throughout sound check and performance.

Contractor shall be bound by the sound covenant and shall at all times during any pre-event sound tests and the event operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications.

Maximum permissible sound levels, as measured flat (no weighting) on a peak reading calibrated SPL meter in the surrounding housing areas is 55 dB.

All measurements must conform to published sound level limitations for the area. In any case, measurements made in surrounding neighborhoods have precedence, regardless of compliance within the venue.

In addition to the above terms, Artist agrees that the District, in exercising its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA – WEB SITE

The District requires that the Contractor place specific information about the OC Fair on its website on or before launch date. Information should include the entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also may request that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment. The District will provide industry standard sound and lighting equipment not to exceed allocated budget. Any costs exceeding the budget are the responsibility of the Contractor.

RENTAL EQUIPMENT

The District can provide but will not be responsible for payment of rental equipment unless otherwise specifically stated in this Agreement.

GROUND TRANSPORTATION

The District will not provide or be responsible for ground transportation of any kind.

HOSPITALITY

The District will provide hospitality only when contracted. When contracted, the District will provide *only* lunch and dinner service chosen from a District determined menu. District will use Contractor's contract rider as a guide but will make the final decision as to the meal that will be served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. after show and/or tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CD's is 90%/10%. District will provide adequate point(s) of sale. Contractor is responsible for seller's fee in addition to commission. Sales will be audited at the end of the evening by a designated District staff member.

SPONSORSHIPS

The District will retain all sponsorship rights to the venue. In the event that a Performer's sponsor becomes a contracted part of the agreement, the District's sponsorships will take precedence over Performer's sponsorships. Performer's sponsorship signage may be used only with approval of the District representative. The District's representative and sponsorship manager shall be notified prior to the signing of this agreement of any potential conflicts related to sponsors. Performers shall not receive any revenues from District sponsorships.

The Action Sports Arena is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Action Sports Arena.

INSURANCE

Prior to the performance, Contractor shall provide a valid Certificate of Insurance indicating minimum coverage as outlined in Exhibit F. No indemnification, hold harmless or additional insured certificate will be provided to Contractor.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

FORCE MAJEURE CLAUSE

The District's obligation are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Action Sports Arena or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at scheduled time it is mutually agreed the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary, artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

PROMOTIONAL MATERIAL & ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach.

All Performer names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized. Performers will not have prior approval of any Fair-related promotional or advertising material. All Performer guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Performers' management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes. Due to space limitations, Performer logos will not be used in any promotional materials.

COMPLIMENTARY TICKETS

The District will provide complimentary reserved seat tickets only when contracted. If available, the Performer may purchase additional tickets through the OC Fair box office. Performer's guests will be subject to a parking charge at the event.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand (\$1,000) dollars per incident and may preclude Contractor from future performance opportunities at the OC Fair.

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Performer or Performer's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Performer to the terms and conditions contained herein. If the Performer is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Performer shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F.S.O." (for services of) and immediately followed by the name of the performing Artists on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2023, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form..

-End Exhibit F-

EXHIBIT G - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT G - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT G - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit G-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-032-24HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SCOTT PATTERSON F/S/O ATOMIC PUNKS

2. The term of this Agreement is: **07/27/2024** through **07/27/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$2,750.00 (See Exhibit B for payment details.)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Atomic Punks” in The Hangar on Saturday, July 27, 2024 at the OC Fair. See Page 2 for additional details.**

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10 – 13

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 18

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 19 – 21

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SCOTT PATTERSON F/S/O ATOMIC PUNKS

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott Patterson, Owner

CONTRACTOR BUSINESS ADDRESS

**29103 Summer Oak Ct. Santa Clarita, CA 91390
(818) 415-5418 atomicpunkstribute@gmail.com**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Atomic Punks
Name: Scott Patterson
Title: Owner
Phone number: (818) 415-5418

CONTRACTOR AGREES:

Performance

1. To provide the performance group “Atomic Punks” – a tribute to Van Halen – on Saturday, July 27, 2024.
2. To perform one (1) show each night approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) upon satisfactory completion of work herein required on Saturday, July 27, 2024.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) upon satisfactory completion of work herein required on Saturday, July 27, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 27, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREET

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-033-24HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

JT ENTERPRISES F/S/O HOLLYWOOD U2

2. The term of this Agreement is: **07/20/2024** through **07/20/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$3,000.00 (See Exhibit B for payment details.)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Hollywood U2” in The Hangar on Saturday, July 20, 2024 at the OC Fair. See Page 2 for additional details.**

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10 – 13

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 18

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 19 – 21

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

JT ENTERPRISES F/S/O HOLLYWOOD U2

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Charles Alm, President

CONTRACTOR BUSINESS ADDRESS

**656 N. Elmwood Street, Orange, CA 9267
(714) 272-6371 chedge@gmail.com**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

JT Enterprises
Name: Charles Alm
Title: President
Phone number: (714) 272-6371

CONTRACTOR AGREES:

Performance

1. To provide the performance group “Hollywood U2” – a tribute to U2 – on Saturday, July 20, 2024.
2. To perform one (1) show each night approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of THREE THOUSAND DOLLARS (\$3,000.00) upon satisfactory completion of work herein required on Saturday, July 20, 2024.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of THREE THOUSAND DOLLARS (\$3,000.00) upon satisfactory completion of work herein required on Saturday, July 20, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 20, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREET

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-034-24HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MUSIC ZIRCONIA TALENT, LLC F/S/O ELTON – THE EARLY YEARS

2. The term of this Agreement is: **07/31/2024** through **07/31/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$5,500.00 (See Exhibit B for payment details.)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Elton – The Early Years” in The Hangar on Wednesday, July 31, 2024 at the OC Fair. See Page 2 for additional details.** Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10 – 13

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 18

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 19 – 21

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

MUSIC ZIRCONIA TALENT, LLC F/S/O ELTON – THE EARLY YEARS

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS

5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 **michael@mztributebands.com**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group “Elton – The Early Years” – a tribute to Elton John – on Wednesday, July 31, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) upon satisfactory completion of work herein required on Wednesday, July 31, 2024.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) upon satisfactory completion of work herein required on Wednesday, July 31, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 31, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREET

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R **A** **F**

AGREEMENT NUMBER

SA-035-24HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

WEST COAST TALENT AGENCY F/S/O RED CORVETTE

2. The term of this Agreement is: **07/26/2024** through **07/26/2024** **FED ID:** XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$4,000.00**
(See Exhibit B for payment details)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide “Red Corvette” in The Hangar on Friday, July 26 at the 2024 OC Fair. See Page 2 for additional details.

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10 – 13

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 18

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

WEST COAST TALENT AGENCY F/S/O RED CORVETTE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Berton, Owner/CEO

CONTRACTOR BUSINESS ADDRESS

18685 Main Street #A-421, Huntington Beach, CA 92648
(714) 375-5557 mberton@wctagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

West Coast Talent Agency
Name: Michael Berton
Title: Owner/CEO
Phone number: (714) 375-5557

CONTRACTOR AGREES:

Performance

1. To provide the performance group “Red Corvette” – a tribute to Prince – on Friday, July 26, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Friday, July 26, 2024.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Friday, July 26, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 26, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREET

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-036-24HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

WEST COAST TALENT AGENCY F/S/O ONE MORE NIGHT

2. The term of this Agreement is: **07/21/2024** through **07/21/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$4,000.00**
(See Exhibit B for payment details)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide “One More Night” in The Hangar on Sunday, July 21 at the 2024 OC Fair. See Page 2 for additional details.

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10 – 13

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 18

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

WEST COAST TALENT AGENCY F/S/O ONE MORE NIGHT

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Berton, Owner/CEO

CONTRACTOR BUSINESS ADDRESS

18685 Main Street #A-421, Huntington Beach, CA 92648
(714) 375-5557 mberton@wctagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

West Coast Talent Agency
Name: Michael Berton
Title: Owner/CEO
Phone number: (714) 375-5557

CONTRACTOR AGREES:

Performance

1. To provide the performance group “One More Night” – a tribute to Phil Collins – on Sunday, July 21, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Sunday, July 21, 2024.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of work herein required on Sunday, July 21, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 21, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETs

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-037-24HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MUSIC ZIRCONIA TALENT, LLC F/S/O TICKET TO THE MOON

2. The term of this Agreement is: **07/25/2024** through **07/25/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$7,500.00 (See Exhibit B for payment details.)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Ticket To The Moon” in The Hangar on Thursday, July 25 at the 2024 OC Fair. See Page 2 for additional details.**

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 9

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 10 – 13

Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 18

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 19 – 21

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

MUSIC ZIRCONIA TALENT, LLC F/S/O TICKET TO THE MOON

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS

5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@mztributebands.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group “Ticket To The Moon” – a tribute to Electric Light Orchestra – on Thursday, July 25, 2024.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:15 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 30 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED DOLLARS (\$200.00). Such recordings will be provided to Contractor through digital download once payment is received (credit card only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon satisfactory completion of work herein required on Thursday, July 25, 2024.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2024 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon satisfactory completion of work herein required on Thursday, July 25, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 25, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREET

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

Making or displaying political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-038-24GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SAHO MUSIC & ENTERTAINMENT, LLC F/S/O SEAN OLIU

2. The term of this Agreement is: **07/19/2024** through **07/21/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$1,800.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Sean Oliu” at the 2024 OC Fair, July 19 through July 21.**
See Page 2 for additional details.

Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5 – 8

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 9 – 12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 13 – 15

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 16 – 18

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SAHO MUSIC & ENTERTAINMENT, LLC F/S/O SEAN OLIU

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Sean Oliu, Member

CONTRACTOR BUSINESS ADDRESS

712 N. Clementine Street, Anaheim, CA 92805
(714) 292-8626 seanoliu@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

SAHO Music & Entertainment, LLC
Name: Sean Oliu
Title: Member
Phone number: (714) 292-8626

CONTRACTOR AGREES:

1. To provide the performer "Sean Oliu," on the Meadows Stage from July 19 – July 21 at the 2024 OC Fair.
2. The performances shall take place from 8:00 p.m. – 11:00 p.m. on Friday and Saturday; 7:00 p.m. – 10:00 p.m. on Sunday. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
10. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
13. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DISTRICT AGREES:

1. To provide the Meadows Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To provide fifteen (15) complimentary 2024 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking.
4. To waive venue merchandise split provided Contractor sells.
5. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
6. To pay Contractor a total sum not to exceed ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) upon satisfactory completion of work herein required on Sunday, July 21, 2024.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) upon satisfactory completion of work herein required on Sunday, July 21, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 21, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may

be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OC FEC Business Partner customer-facing employees. All OC FEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OC FEC and/or patronize an OC FEC Business Partner. For the benefit of the public, OC FEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OC FEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OC FEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OC FEC Business Partner fails to comply with event attendance limitations, the OC FEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OC FEC BUSINESS PARTNER COMPLIANCE

OC FEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OC FEC Business Partner fails to comply with these COVID-19 Guidelines, the OC FEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OC FEC, OC FEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OC FEC Business Partner, OC FEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OC FEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OC FEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OC FEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OC FEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OC FEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OC FEC rejects the OC FEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OC FEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OC FEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OC FEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City State ZIP

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-039-24GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MATTHEW J. KOERNER

2. The term of this Agreement is: **08/14/2024** through **08/18/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$3,750.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Matt Koerner” at the 2024 OC Fair, August 14 through August 18.** Pages 1 – 3
See Page 2 for additional details.

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5 – 8

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 9 – 12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 13 – 15

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 16 – 18

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

MATTHEW J. KOERNER

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Matt Koerner

CONTRACTOR BUSINESS ADDRESS

45 Avondale, Irvine, CA 92780
(714) 906-5828 mattjkoerner@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Matt Koerner
Name: Matthew J. Koerner
Title: NA
Phone number: (714) 906-5828

CONTRACTOR AGREES:

1. To provide the performer “Matt Koerner,” on the Meadows Stage from August 14 – August 18 at the 2024 OC Fair.
2. The performances shall take place from 7:00 p.m. – 10:00 p.m. on Wednesday, Thursday and Sunday; and 8:00 p.m. – 11:00 p.m. on Friday and Saturday. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
10. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
11. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
13. The District’s obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District’s control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DISTRICT AGREES:

1. To provide the Meadows Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To provide twenty-five (25) complimentary 2024 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking.
4. To waive venue merchandise split provided Contractor sells.
5. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
6. To pay Contractor a total sum not to exceed THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) upon satisfactory completion of work herein required on Sunday, August 18, 2024.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) upon satisfactory completion of work herein required on Sunday, August 18, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by August 18, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City State ZIP

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-040-24GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

TIMOTHY JOHNSON

2. The term of this Agreement is: **08/07/2024** through **08/11/2024** **FED ID:**

3. The maximum amount of this Agreement is: **\$3,250.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “TJ Banning” at the 2024 OC Fair, August 7 through August 11.**
See Page 2 for additional details.

Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5 – 8

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 9 – 12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 13 – 15

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 16 – 18

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TIMOTHY JOHNSON

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Timothy Johnson, Independent Contractor

CONTRACTOR BUSINESS ADDRESS

250 S. Myrtle Avenue, Tustin, CA 92780
(714) 401-5294 tjaudioworks@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

TJ Banning
Name: Timothy Johnson
Title: Independent Contractor
Phone number: (714) 401-5294

CONTRACTOR AGREES:

1. To provide the performer "TJ Banning," on the Meadows Stage from August 7 – August 11 at the 2024 OC Fair.
2. The performances shall take place from 7:00 p.m. – 10:00 p.m. on Wednesday, Thursday and Sunday; and 8:00 p.m. – 11:00 p.m. on Friday and Saturday. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
10. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
13. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

14. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DISTRICT AGREES:

1. To provide the Meadows Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To provide twenty-five (25) complimentary 2024 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking.
4. To waive venue merchandise split provided Contractor sells.
5. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
6. To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 11, 2024.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 11, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by August 11, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City

State

ZIP

-End Exhibit F-

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-041-23GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SIMONSEN SOUNDS, INC. F/S/O RED LIGHT BRASS BAND

2. The term of this Agreement is: **07/19/2023** through **08/18/2023** **FED ID:**

3. The maximum amount of this Agreement is: **\$25,300.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Red Light Brass Band” at the 2024 OC Fair, July 19 – August 18.** Pages 1 – 3
See Page 2 for additional details.

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5 – 8

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 9 – 12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 13 – 15

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 16 – 18

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SIMONSEN SOUNDS, INC. F/S/O RED LIGHT BRASS BAND

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Walter Simonsen, President

CONTRACTOR BUSINESS ADDRESS

269 E. Washington Blvd., Pasadena, CA 91104
(940) 206-6867 waltandmichelle@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Simonsen Sounds, Inc.
Name: Walter Simonsen
Title: President
Phone number: (940) 206-6867

CONTRACTOR AGREES:

1. To provide the performance group, "Red Light Brass Band," on grounds from July 19 – August 18 (closed Mondays and Tuesdays) at the 2024 OC Fair.
2. Performances shall be high-energy and family-friendly.
3. To provide five (5) performances per day, Wednesday through Sunday. Each performance shall last approximately twenty (20) minutes. Performance times shall be determined by mutual agreement of Contractor and the District, and finalized in advance of the 2023 OC Fair.
4. Contractor may be asked to provide an additional performance, for a total of six (6) performances during a day to support a special event or function. Additional performance(s) will only be provided by mutual agreement between Contractor and the District, and only with advance notice.
5. To work with the District to identify strategic performance locations, when applicable.
6. To provide costumes and all props necessary for the performance.
7. To cover expenses, including air travel, hotel accommodations, ground transportation and meals.
8. No tip jars are allowed.
9. To provide biographical and news release information as necessary.
10. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
11. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
12. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
13. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
14. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
15. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
16. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
17. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

18. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.
19. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DISTRICT AGREES:

1. To provide performance areas.
2. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
3. To provide unsupervised storage location for equipment, as necessary.
4. To provide non-exclusive dressing/break area, which shall include bottled water and towels.
5. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law Screening as detailed in Item 16 above.
6. To pay Contractor a total sum not to exceed TWENTY FIVE THOUSAND THREE HUNDRED DOLLARS (\$25,300.00) upon satisfactory completion of services herein required. Payment schedule is as follows:
 - A. ELEVEN THOUSAND DOLLARS (\$11,000.00) for services completed Thursday, August 1, 2024. Payment shall be made on Friday, August 2, 2024.
 - B. FOURTEEN THOUSAND THREE HUNDRED DOLLARS (\$14,300.00) for services starting Friday, July 28 through Sunday, August 13, 2023. Payment shall be made on Sunday, August 13, 2023.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWENTY FIVE THOUSAND THREE HUNDRED DOLLARS (\$25,300.00) upon satisfactory completion of services herein required. Payment schedule is as follows:

- A. ELEVEN THOUSAND DOLLARS (\$11,000.00) for services completed Thursday, August 1, 2024. Payment shall be made on Friday, August 2, 2024.
- B. FOURTEEN THOUSAND THREE HUNDRED DOLLARS (\$14,300.00) for services starting Friday, July 28 through Sunday, August 13, 2023. Payment shall be made on Sunday, August 13, 2023.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 2, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

Signature

Address

City State ZIP

-End Exhibit F-

AGREEMENT NUMBER
SA-043-24YR
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR NAME
CoNetrix Technology, LLC
2. The term of this Agreement is: **03/01/2024** through **02/28/2025** **FED ID:**
3. The maximum amount of this Agreement is: **\$22,708.00**
4. The parties agree to comply with the terms and conditions of the following exhibits, which are, by this reference, made a part of the Agreement.

Exhibit A – Scope of Work – To provide network threat protection managed security services for the OC Fair & Event Center	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8-11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-14
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15-16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 18-22
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 23-25
Exhibit J –	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) CoNetrix Technology		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Brad R. Copeland, Technology Consultant		
CONTRACTOR BUSINESS ADDRESS 5225 S Loop 289 Ste 207, Lubbock, Texas, 79424		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME 32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
CONTRACTING AGENCY ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Rob Castagnoli, Technology Supervisor
Phone (714) 708-1863

CoNetrix Technology
Brad R. Copeland, Technology Consultant
Email: bcopeland@conetrix.com
Phone (806) 698-9600

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

SCOPE OF WORK:

Contractor to provide network threat protection managed security services.

Description	Quantity	Amount Per Unit	Total Price Per Month	Total 12 months
NTP Advanced security logging and monitoring at \$67.50 each (7 servers, 1 firewall, VMware, duo)	10	\$67.50	\$675.00	\$8,100
NTP advanced security firewall management	1	\$875	\$875	\$10,500
Duo multi factor authentication - user license	3	\$3	\$9	\$108
One Time Installation and configuration	1	\$4,000	N/A	\$4,000
Total			\$1,559	\$22,708

Contractor must comply with prevailing wage compliance (If applicable)

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

- End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of the proper invoice.

The invoice shall be itemized and contain the District's Purchase Order number 52179. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

1. Payment Rates:

One Time installation \$4,000
Monthly rate \$1,559

Description	Quantity	Amount Per Unit	Total Price Per Month	Total 12 months
NTP Advanced security logging and monitoring at \$67.50 each (7 servers, 1 firewall, VMware, duo)	10	\$67.50	\$675.00	\$8,100
NTP advanced security firewall management	1	\$875	\$875	\$10,500
Duo multi factor authentication - user license	3	\$3	\$9	\$108
One Time Installation and configuration	1	\$4,000	N/A	\$4,000
Total			\$1,559	\$22,708

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following:
\$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-



EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization **Contractor** **Consultant** **Concessionaire**
(Circle one): **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

Megan's Law Screening Listing

[illegible]

Please duplicate this listing sheet if additional space is required



EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-



EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.



EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.



EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFAIR grounds.
- d. Do not dispose of any construction material or project waste on OCFAIR grounds or in OCFAIR containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.



EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-



EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.



EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.



EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R. A. F. ☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-226-23YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LIGHTING TECHNOLOGY SERVICES, INC. DBA: LTS PROPERTY SERVICES

2. The term of this Agreement is 12/15/2023 through 4/15/2024 FED ID:

3. The maximum amount of this Agreement after this Amendment is: \$0.00 Amendment \$20,831.33

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-226-23YR, dated December 15, 2023, between the District and Lighting Technology Services, Inc. for replace six parking light poles at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is February 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to extend the contract end date to April 15, 2024, at no additional cost.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWENTY THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND 33/100 upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Lighting Technology Services, Inc. DBA: LTS Property Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Russ Royal, President		
ADDRESS 2801 Catherine Way, Santa Ana, CA 92705		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R A KK F mar☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-140-20-FT

REGISTRATION NUMBER

AMENDMENT NUMBER

#4

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT

2. The term of this
- FED ID:**

Agreement is **05/15/2020** through **05/14/2025**

3. The maximum amount of this
- \$272,156.25 Amendment (Plus \$25,000 contingency)**

Agreement after this Amendment is: **\$1,314,387.50 plus \$25,000/YR, Including all option years**
2020 \$246,625; 2021 \$253,525; 2022 \$258,525; 2023 \$267,156.25; 2024 \$272,156.25;
2025 Imaginology \$16,400; Plus \$25,000 contingency per year

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-140-20FT, dated May 15, 2020, between the District and Pacific Coast Entertainment for grounds lighting, staging, and truss equipment and services for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 15, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide grounds lighting, staging, and truss equipment and services for the OC Fair & Event Center by exercising the third option year at not to exceed TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS AND 25/100 (\$272,156.25) plus \$25,000 contingency.

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE MILLION THREE HUNDRED FOURTEEN THOUSAND THREE HUNDRED EIGHTY-SEVEN DOLLARS AND 50/100 plus \$25,000 contingency per year (\$1,314,387.50) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BAR NONE GROUP, INC dba: PACIFIC COAST ENTERTAINMENT		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ryan Steidinger, CEO		
ADDRESS		
7601 Woodwind Dr., Irvine, CA 92618		
Tel: (714) 841-6455, email: ryan@pacificcoastentertainment.com		
STATE OF CALIFORNIA		☐ Exempt per:
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/O FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not typ)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R A F ☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-033-21YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#2

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LANCE, SOLL & LUNGHARD, LLP

2. The term of this

FED ID:

Agreement is

05/01/2021

through

04/30/20 25

1. (5/1/23-4/30/24)

Option

2. (5/1/24-4/30/25)

Years:

3. (5/1/25-4/30/26)

3. The maximum amount of this
- \$34,500.00 Amendment**

Agreement after this amendment is: **\$133,950; \$169,050 inclusion of all option years****(2021 \$32,500; 2022 \$33,150; 2023 \$33,800; 2024 \$34,500; 2025 \$35,150)**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-033-21YR, dated May 1, 2021, between the District and Lane, Soll & Lunghard, LLP for financial audit at the OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is May 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide financial audit for the OC Fair & Event Center by exercising the second option year at not to exceed THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$34,500).

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE HUNDRED THIRTY THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$133,950.00); ONE HUNDRED SIXTY-NINE THOUSAND FIFTY DOLLARS AND 00/100 (\$169,050.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Lance, Soll & Lunghard, LLP

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Adam Odom, Partner

ADDRESS

203 N. Brea Blvd., Suite 203, Brea, CA 92821**Email: Adam.Odom@Islcpas.com****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY (Authorized Signature)



DATE SIGNED (Do not typ)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626
CALIFORNIA
 Department of General Services
 Use Only
☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-036-21YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#2

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

CART MART, INC.

2. The term of this

FED ID:

Agreement is

06/01/2021

through

05/31/20 25

Option Years

(6/1/23-5/31/24

6/1/24-5/31/25

6/1/25-5/31/26)

3. The maximum amount of this
- \$ 166,312.61 Amendment**

Agreement after this Amendment is: **\$634,762.22 \$801,156.20 Inclusion option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-036-21YR, dated June 1, 2021, between the District and Cart Mart, Inc., for utility golf cart rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is June 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide utility golf cart rental for the OC Fair & Event Center by exercising the second option year at not to exceed ONE HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED TWELVE DOLLARS AND 61/100 (\$166,312.61)

STATE AGREES:

1. To pay Contractor a total amount not to exceed SIX HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS AND 22/100 (\$634,762.22); EIGHTY HUNDRED ONE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND 20/100 (\$801,156.20) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
CART MART, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Brian Rott, CEO		
ADDRESS		
237 South Bent Ave., San Diego, CA 92078 (760) 744-4420 Ext. 3186		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-037-21YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#3

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SOUND MEDIA FUSION, LLC

2. The term of this

FED ID:

Agreement is

06/01/2021

through

05/31/2025

Option Years

(6/1/23-5/31/24

6/1/24-5/31/25

6/1/25-5/31/26)

3. The maximum amount of this
- \$144,656 Amendment**

Agreement after this Amendment is: **\$539,283.60 ; \$685,560.60 Inclusion option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-037-21YR, dated June 1, 2021, between the District and Sound Media Fusion, LLC, for sound monitoring and mitigation consulting services at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is June 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide sound monitoring and mitigation consulting services for the OC Fair & Event Center by exercising the second option year at not to exceed ONE HUNDRED FORTY FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS AND 60/100 (\$144,656.60)

STATE AGREES:

1. To pay Contractor a total amount not to exceed FIVE HUNDRED THIRTY NINE THOUSAND TWO HUDNRED EIGHT THREE DOLLARS AND 60/100 (\$144,656); SIX HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND 60/100 (\$685,560.60) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
SOUND MEDIA FUSION, LLC		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Gary Hardesty, Director		
ADDRESS		
16524 Arminta St., Van Nuys, CA 91406 (818) 482-0193, audiomicro42@gmail.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-038-21YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#2

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UNITED SITE SERVICES OF CALIFORNIA, INC.

2. The term of this

Agreement is

06/01/2021

through

05/31/2025**FED ID:**

Option Years

1. 6/1/23-5/31/24

2. 6/1/24-5/31/25

3. 6/1/25-5/31/26

3. The maximum amount of this
- \$63,540.00 Amendment**

Agreement after this Amendment is: **\$243,448.75; \$308,855.75 Inclusion option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-038-21YR, dated June 1, 2021, between the District and United Site Services of California, Inc., for temporary fencing rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is June 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide temporary fencing rental for the OC Fair & Event Center by exercising the second option year at not to exceed SIXTY-THREE THOUSAND FIVE HUNDRED FORTY DOLLARS AND 00/100 (\$63,540.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED FORTY THREE THOUSAND FOUR HUNDRED FORTY EIGHT DOLLARS AND 75/100 (\$243,448.75); THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS AND 75/100 (\$308,855.75) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
UNITED SITE SERVICES OF CALIFORNIA, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeff Dunlop, Vice President		
ADDRESS		
523 Crowther Avenue, Placentia, CA 92870		
Email: alexandria.kelly@unitedsiteservices.com		
STATE OF CALIFORNIA		☐ Exempt per:
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-087-21YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#4

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

STATEWIDE SEATING & GRANDSTANDS, INC.

2. The term of this

Agreement is

07/01/2021

through

06/31/2025**FED ID:**

1. (7/1/23-6/31/24)

Option 2. (7/1/24-6/31/25)

Years: 3. (7/1/25-6/31/26)

3. The maximum amount of this
- \$91,237.00 Amendment**

Agreement after this Amendment is: **\$347,530; \$440,923 inclusion of all option years****(2021 \$80,079; 2022 \$87,081; 2023 \$89,133; 2024 \$91,237; 2025 \$93,393)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-087-21YR, dated July 1, 2021, between the District and Statewide Seating & Grandstands, Inc. for temporary bleacher rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide temporary bleacher rental for the OC Fair & Event Center by exercising the third (3/4) option year at not to exceed NINETY-ONE THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 (\$91,237.00)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed THREE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS AND 00/100 (\$347,530.00); FOUR HUNDRED FORTY THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND 00/100 (\$440,923.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Statewide Seating & Grandstands, Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Daniels, President

ADDRESS

3290 Main St., San Diego, CA 92113**Email: statewideseating@gmail.com****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626
CALIFORNIA
 Department of General Services
 Use Only
☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-088-21YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#2

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LAZ PARKING CALIFORNIA, LLC

2. The term of this

Agreement is

07/01/2021

through

06/30/2025**FED ID:**

1. (7/1/23-6/30/24)

Option 2. (7/1/24-6/30/25)

Years: 3. (7/1/25-6/30/26)

3. The maximum amount of this
- \$460,575 Amendment**

Agreement after this Amendment is: **\$1,727,612.50; \$2,207,797.50 inclusion of all option years****(2021 \$404,190; 2022 \$421,945; 2023 \$440,902.5; 2024 \$460,575; 2025 \$480,185)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-088-21YR, dated July 1, 2021, between the District and Laz Parking California, LLC, for shuttle services at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide shuttle services for the OC Fair & Event Center by exercising the second option year at not to exceed FOUR HUNDRED SIXTY THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$460,575.00)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED TWELVE DOLLARS AND 50/100 (\$1,727,612.50); TWO MILLION TWO HUNDRED SEVEN THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLAR AND 50/100 (\$2,207,797.50) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

LAZ PARKING CALIFORNIA, LLC

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Harth, President West Region

ADDRESS

10635 Santa Monica Blvd., #145, Los Angeles, CA 90025**STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY (Authorized Signature)



DATE SIGNED (Do not typ)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**CALIFORNIA
Department of General Services
Use Only**☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-048-22YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

The term of this

Agreement is

07/01/2022

through

06/30/2025

FED ID:

First option year: (7/1/24-6/30/25)

3. The maximum amount of this
- \$72,374.00 Amendment**

Agreement after this Amendment is: **\$211,870; \$362,092 (Include all option years)**
(2022 - \$68,887; 2023 - \$70,609; 2024 - \$72,374; 2025 - \$74,184; 2026 - \$76,038)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-048-22YR, dated July 1, 2022, between the District and Sunbelt Rentals, Inc. for electronic message board rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide electronic message board rental for the OC Fair & Event Center by exercising the first option year at not to exceed SEVENTY-TWO THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND 00/100, (\$72,374.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED ELEVEN THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND 00/100; THREE HUNDRED SIXTY-TWO THOUSAND NINETY-TWO DOLLARS AND 00/100 (\$362,092) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
SUNBELT RENTALS, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Irina Zakh, Customer Contract Manager		
ADDRESS		
2341 Deerfield Drive, Fort Mills, SC 92715		
Email: <u>contractteam@sunbeltrentals.com</u>		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/O FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not typ)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-079-22FTYR

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

The term of this

FED ID:

Agreement is

07/01/2022

through

06/30/2025

First option year: (7/1/24-6/30/25)

3. The maximum amount of this
- \$64,846.00 Amendment**
-
- Agreement after this Amendment is:
- \$191,090; \$324,402 (Includes all option years and \$25,000 per year for year-round events) (2022 - \$62,558; 2023 - \$63,686; 2024 - \$64,846; 2025 - \$66,040; 2026 - \$67,272)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-079-22FTYR, dated July 1, 2022, between the District and Sunbelt Rentals, Inc. for the portable light tower rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide portable light tower rental for the OC Fair & Event Center by exercising the first option year at not to exceed SIXTY FOUR THOUSAND EIGHT HUNDRED FORTY SIX DOLLARS AND 00/100 (\$64,846.00) for both Fair Time (\$39,846) and Year Round Event rentals (\$25,000).

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED NINETY ONE THOUSAND NINETY DOLLARS AND 00/100; THREE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED AND TWO DOLLARS AND 00/100 (\$324,402.00) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
SUNBELT RENTALS, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Irina Zakh, Customer Contract Manager		
ADDRESS		
2341 Deerfield Drive, Fort Mills, SC 92715		
Email: contractteam@sunbeltrentals.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/O FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not typ)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		☐ Exempt per:
88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-084-22FT

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

AMERICAN FURNITURE RENTALS, INC.

2. The term of this
- FED ID:**

Agreement is **05/01/2022** through **04/30/2025**

3. The maximum amount of this
- \$28,772.47 Amendment; \$83,136.08**
-
- Agreement after this Amendment is:
- \$144,252.99 Includes all option years (2022-\$26,654.80; 2023 \$27,708.81; 2024 -\$28,772.47; 2025 \$29,926.83; 2026-\$31,190.08)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-084-22FT, dated May 1, 2022, between the District and American Furniture Rentals, Inc. for the office furniture rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide office furniture rentals for the OC Fair & Event Center by exercising the first option year at not to exceed TWENTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY TWO DOLLARS AND 47/100 (\$28,772.47)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed EIGHTY-THREE THOUSAND ONE HUNDRED THIRTY SIX DOLLARS AND 08/100 (\$83,136.00); ONE HUNDRED FORTY FOUR THOUSAND TWO HUNDRED FIFTY TWO DOLLARS AND 99/100 (\$144,252.99) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

American Furniture Rentals, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Debra Dauer, National Sales Manager

ADDRESS

720 Hylton Road, Pennsauken, NJ 08110**Email: ddauer@rentfurniture.com****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**CALIFORNIA**
Department of General Services
Use Only☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-085-22FTYR

REGISTRATION NUMBER

AMENDMENT NUMBER

#2

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

ROBERT'S WASTE & RECYCLING

2. The term of this Agreement is **05/01/2022** through **04/30/2025** **FED ID:**

3. The maximum amount of this Agreement after this Amendment is: **\$120,056.48; \$203,582.48 (With option years)**
2022-\$31,8225; 2023 \$49,142.48; 2024 -\$39,089; 2025 \$40,842;
2026-\$42,684 (Includes \$4,000/yr for year-round events 2024, 2025, 2026 Fairs)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-085-22FTYR, dated May 1, 2022, between the District and Robert's Waste & Recycling, for the portable toilets and sinks rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide portable toilets and sinks rentals for the OC Fair & Event Center by exercising the first option year at not to exceed THIRTY-NINE THOUSAND EIGHTY-NINE DOLLARS AND 00/100 (\$39,089.00)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE HUNDRED TWENTY THOUSAND FIFTY-SIX DOLLARS AND 48/100 (\$120,056.48); TWO HUNDRED THREE THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND 48/100 (\$203,582.48) with the inclusion of option years upon satisfactory completion of work herein required and

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
ROBERT'S WASTE & RECYCLING		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Dan Valdez, Office Manager		
ADDRESS		
PO Box 10610, Santa Ana, CA 92711 Email: yellowbin@sbcglobal.net		
STATE OF CALIFORNIA		
AGENCY NAME		☐ Exempt per:
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-086-22FT

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

2. The term of this

Agreement is

06/01/2022

through

05/31/2025

Option Years

(6/1/24-5/31/25

6/1/25-5/31/26

6/1/26-5/31/27)

FED ID:

3. The maximum amount of this
- \$ 52,474 Amendment**

Agreement after this Amendment is: **\$152,877; \$262,597 (Includes all option years) (2022-\$49,459;**
2023 \$50,944; 2024- \$52,474; 2025 \$54,049; 2026 \$55,671)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-086-22FT, dated June 1, 2022, between the District and Sunbelt Rentals Inc., for generator rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is June 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide generator rental for the OC Fair & Event Center by exercising the first option year at not to exceed FIFTY-TWO THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS AND 00/100 (\$52,474.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND 00/100 (\$152,877.00); TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS ND 00/100 (\$262,597.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Sunbelt Rentals, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Irina Zakh, Customer Contract Manager

ADDRESS

2341 Deerfield Drive, Fort Mills, SC 92715**Email: contractteam@sunbeltrentals.com****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-087-22FT

AMENDMENT NUMBER

#1

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

ROYAL RESTROOMS OF CALIFORNIA, INC.

2. The term of this Agreement is **05/01/2022** through **04/30/2025** **FED ID:**

3. The maximum amount of this Agreement is **\$50,391.42 Amendment; \$138,696.77**
 Agreement after this Amendment is: **\$250,784.38 Includes all option years (2022-\$42,844.42; 2023 \$45,460.93; 2024 -\$50,391.42; 2025 \$54,158.18; 2026-\$57,929.43)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-087-22FT, dated May 1, 2022, between the District and Royal Restrooms of California, Inc. for the shower trailer rentals for the OC Fair & Event Center, is hereby amended as follows:

- This Amendment's effective date is May 1, 2024.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

- To amend the original contract to provide shower trailer rental for the OC Fair & Event Center by exercising the first option year at not to exceed FIFTY THOUSAND THREE HUNDRED NINETY-ONE DOLLARS AND 42/100 (\$50,391.42)

STATE AGREES:

- To pay the Contractor a total amount not to exceed ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND 77/100 (\$138,696.77); TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND 38/100 (\$250,784.38) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Royal Restrooms of California, Inc.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kristin Reynolds, President		
ADDRESS		
1452 N. Vasco Rd #101, Livermore, CA 94551		
Email: california@royalrestroomsca.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

SA-088-22FT

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

INNOVATIVE FEDERAL OPERATIONS GROUP

2. The term of this Agreement is **05/01/2022** through **04/30/2025** **FED ID:**

3. The maximum amount of this Agreement is **\$350,000 Amendment; \$990,368**
 Agreement after this Amendment is: **\$1,750,638 Includes all option years (2022-\$310,638; 2023 \$330,000; 2024 -\$350,000; 2025 \$370,000; 2026-\$390,000)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-088-22FT, dated May 1, 2022, between the District and Innovative Federal Operations Group for the restroom trailer rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide restroom trailer rental for the OC Fair & Event Center by exercising the first option year at not to exceed THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed NINE HUNDRED NINETY THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND 00/100 (\$990,368.00); ONE MILLION SEVEN HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND 00/100 (\$1,750,638.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Innovative Federal Operations Group		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Anthony Durso, VP of Sales,		
ADDRESS		
1959 Palomar Oaks Way, #160, Carlsbad, CA 92011		
Email: adurso@ifogusa.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per: