

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

1 of 1

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
24701	All About Dips LLC	All Natural gourmet dips and dessert mixes	Costa Mesa	7/1/2024-8/23/24	10' x 8'; 10' x 8'	\$11,875.00
24732	AMC Marketing	Travel Vacation Clubs	Family Fair Way	7/1/2024-8/23/24	15' x 10'	\$15,000.00
24703	Aqua Paradise, Inc.	Jacuzzi Hot Tubs and Sundance Spas	Fair Square	7/1/2024-8/23/24	40' x 20', 25' x 12', 30' x 20'	\$51,000.00
24704	Automobile Club of Southern California	Insurance: Auto, Home, Boat, Umbrella, Life; ID Theft Member Sign-Ups; Roadside Assistance Membership - Lead Generation Only	Family Fair Way	7/1/2024-8/23/24	20' x 10'	\$20,000.00
24705	Back Saver	Bamboo Pillows and Sheets	Costa Mesa	7/1/2024-8/23/24	16' x 10'	\$16,000.00
24709	Cellular Sales of California, LLC	Verizon Wireless Phones, Tablets, Cases, Screen Protectors, Wireless Chargers, Home Chargers, Car Chargers	Costa Mesa	7/1/2024-8/23/24	16' x 10'	\$16,000.00
24711	Cigma, Inc.	Clipless Curling and Flat Irons, Blow Dryers, Electric Brushes, Heat Brushes, Hair Extensions, Serums, Shampoo, Conditioner; HIDOW Tens Units	Costa Mesa	7/1/2024-8/23/24	16'x10'; 16x10	\$32,000.00
24716	Epoch Times Los Angeles, The	The Epoch Times Newspaper Subscription	Costa Mesa	7/1/2024-8/23/24	10' x 8'	\$8,000.00
24718	Kaleo Marketing LLC	Wyndham Vacation Clubs; Travel Marketing - Lead Generating Only	Costa Mesa, Family Fair	7/1/2024-8/23/24	10'x8', 20'x10'	\$28,000.00
24724	Renewal by Andersen of Orange County	Renewal by Andersen Windows and Doors - Lead Generating Only	Costa Mesa	7/1/2024-8/23/24	16' x 10'	\$16,000.00
24725	RM Art Designs LLC	Mosaic Lamps, Turkish Ceramic Bowls and Plates, Home Goods, Wooden Baskets, Turkish Jewelry: Necklaces, Rings, Bracelets, Earrings, Pouch Bags, Evil Eyes, Keychains	Santa Ana Pavilion	7/1/2024-8/23/24	10'x15'; 20'x15'	\$25,200.00
24726	So Relax California, Inc.	Mini Acupressur Chair Massage Sessions	Santa Ana Pavilion	7/1/2024-8/23/24	10' x 15'	\$15,000.00
24731	Winning Ways, Inc.	Wyndham Vacation Resorts - Lead Generating Only	Santa Ana Pavilion	7/1/2024-8/23/24	10x15	\$15,000.00

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **All About Dips LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #306, #307** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024** and ends on **8/23/2024 by 12:00 noon**. **MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	10' x 8'	Platinum Corner	\$8,000.00
Costa Mesa	10' x 8'	Commercial Inline	\$3,875.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$5,962.50
Final Payment	5/24/2024	\$5,962.50
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$11,925.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• Organic Waste Reduction	Exhibit G
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Debbie Hendrix Martinez**  
All About Dips LLC  
12005 East 61st Terrace  
Kansas City, MO 64133  
Phone (816) 686-6386  
Email [hendrixdebbie@hotmail.com](mailto:hendrixdebbie@hotmail.com)

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

**Signature**

**Title**

**Date**

**Signature**

**Chief Business Development Officer**  
**Title**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**All About Dips LLC**

Location/Space: Costa Mesa #306, #307

Agreement No: **24701**

Date: March 21, 2024

All Natural Gourmet Dips  
Dessert Mixes



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24701

**Renter:**

**All About Dips LLC**

Seller's Permit Number: N/A

Taxpayer ID Number: 497789198

12005 East 61<sup>st</sup> Terrace

Kansas City, MO 64133

(816) 686-6386

Debbie Hendrix Martinez, Owner

**Space Description/Designation:**

Costa Mesa – CM #307 (10' x 8') – See Exhibit D for map location

**Space Fee:**

\$8,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

All Natural Gourmet Dips and Dessert Mixes

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote All About Dips LLC outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. All Natural Gourmet Dips and Dessert Mixes (product/service); CM #307 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 80 square feet of space located in Costa Mesa (CM #307).
- 2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #307; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #307; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #307. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

All About Dips LLC  
 12005 East 61<sup>st</sup> Terrace  
 Kansas City, MO 64133

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

Debbie Hendrix Martinez, Owner

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

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1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #23** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	15' x 10'	Platinum Space	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/24/2024	\$ 7,525.00
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8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits directly accruing or directly resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

• Products and Services	Exhibit A
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• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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. If due to a Force Majeure event Contractor does not receive all the benefits provided for in this agreement the Association will provide with a reasonable and mutually agreed upon per day equivalent make good or pro rata refund of the Fee paid.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Mary Caserta**  
**AMC Marketing**  
**1074 South Walcott Avenue**  
**Mountain House, CA 95391**  
**Phone (714) 655-2714**  
**Email greatdesttravel@gmail.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

### **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.

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**AMC Marketing**

Location/Space: Family Fair Way #23

Agreement No: **24732**

Date: April 15, 2024

Travel Vacation Clubs

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 24732**

**Renter:**

**AMC Marketing**

Seller's Permit Number: N/A  
Taxpayer ID Number: N/A  
1074 South Walcott Avenue  
Mountain House, CA 95391  
(714) 655-2714  
Mary Caserta, Owner

**Space Description/Designation:**

Family Fair Way- FFW #23 (15' x 10') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Travel Vacation Clubs (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote AMC Marketing outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Travel Vacation Clubs (product/service); FFW #23 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located on Family Fair Way (FFW #23).
- 2. To provide one (1) 15' x 10' square foot canopy for space located on Family Fair Way (FFW #23).
- 3. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 4. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 5. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

AMC Marketing  
1074 South Walcott Avenue  
Mountain House, CA 95391

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Mary Caserta, Owner

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Aqua Paradise, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #1, FS #1A, FS #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Fair Square	40' x 20'	Platinum Space	\$24,000.00
Fair Square	25' x 12'	Platinum Space	\$ 9,000.00
Fair Square	30' x 20'	Platinum Space	\$18,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$25,525.00
Final Payment	5/24/2024	\$25,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$51,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Jay Gavin**  
Aqua Paradise, Inc.  
6992 El Camino Real, Suite #105  
Carlsbad, CA 92009  
Phone (760) 431-7727  
Email [jay@aquaparadiseca.com](mailto:jay@aquaparadiseca.com)

**Michele Richards**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mrichards@ocfair.com](mailto:mrichards@ocfair.com)

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**Signature**

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**Signature**

---

**Title**

---

**General Manager and CEO**

**Title**

---

**Date**

---

**Date**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
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5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
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8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, caused by Renter, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
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13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
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15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
16. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
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19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
21. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
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## Exhibit A

### PRODUCTS AND OR SERVICES

**Aqua Paradise, Inc.**

Location/Space: Fair Square #1, Fair Square #1A, Fair Square #2

Agreement No: **24703**

Date: April 2, 2024

Jacuzzi® Hot Tubs  
Sundance® Spas



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 24703**

**Renter:**

**Aqua Paradise, Inc.**

Seller's Permit Number: 101-597415

Taxpayer ID Number: 88-3741790

6992 El Camino Real, Suite #105

Carlsbad, CA 92009

(760) 431-7727

Jay Gavin, Owner

**Space Description/Designation:**

Fair Square – FS #1 (40' x 20') – See Exhibit D for map location

Fair Square – FS #1A (25' x 12') – See Exhibit D for map location

Fair Square – FS #2 (30' x 20') – See Exhibit D for map location

**Space Fee:**

\$51,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Jacuzzi® Hot Tubs and Sundance® Spas

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of FIFTY-ONE THOUSAND DOLLARS (\$51,00.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Aqua Paradise, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Jacuzzi® Hot Tubs and Sundance® Spas (product/service); FS #1; FS #1A; FS #2 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 1,700 square feet of space located in Fair Square (FS #1; FS #1A; FS #2).
- 2. To provide:
  - a. One (1) 40' x 20', one (1) 25' x 10' and one (1) 30' x 20' or equivalent square foot canopies for the space(s) located in Fair Square (FS #1; FS #1A; FS #2).
- 3. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 4. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 5. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

Aqua Paradise, Inc.  
6992 El Camino Real, Suite #105  
Carlsbad, CA 92009

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Jay Gavin, Owner

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Michele Richards, General Manager and CEO

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Automobile Club of Southern California** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #7** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/24/2024	\$10,025.00
Final Payment	5/24/2024	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits directly accruing or directly resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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. If due to a Force Majeure event Contractor does not receive all the benefits provided for in this agreement the Association will provide with a reasonable and mutually agreed upon per day equivalent make good or pro rata refund of the Fee paid.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Jeff Zacek**  
Automobile Club of Southern California  
3333 Fairview Road  
Costa Mesa, CA 92626  
Phone (714) 885-2144  
Email kumar.lena@ace.aaa.com

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email mcapps@ocfair.com

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**Signature**

---

**Signature**

---

**Title**

**Chief Business Development Officer**  
**Title**

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**Automobile Club of Southern California**

Location/Space: Family Fair Way #7

Agreement No: **24704**

Date: April 15, 2024

#### **Insurance:**

Auto  
Home  
Boat  
Umbrella  
Life

Roadside Assistance Membership

#### **Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24704

**Renter:****Automobile Club of Southern California**

Seller's Permit Number: N/A

Taxpayer ID Number: 95-0514585

3333 Fairview Road

Costa Mesa, CA 92626

(714) 885-2144

Jeff Zacek, VP of Marketing

**Space Description/Designation:**

Family Fair Way- FFW #7 (20' x 10') – See Exhibit D for map location

**Space Fee:**

\$20,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Insurance: Auto, Home, Boat, Umbrella, Life; Roadside Assistance Membership

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Automobile Club of Southern California outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Insurance: Auto, Home, Boat, Umbrella, Life; Roadside Assistance Membership (product/service); FFW #7 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 200 square feet of space located on Family Fair Way (FFW #7).
- 2. To provide one (1) 20' x 10' square foot canopy for space located on Family Fair Way (FFW #7).
- 3. To provide three (3) 2024 OC Fair Working Vendor Badges per booth for working staff (3 total photo credentials).
- 4. To provide one hundred and sixty-one (161) 2024 OC Fair Working Credentials per booth for working staff (161 total working credentials).
- 5. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.
- 12. That any use of Renter's name, logos, symbols, trademarks and/or service marks (collectively, "AUTO CLUB/AAA Names and Marks") by Association in a manner not contemplated by this Agreement shall require the prior written approval of Renter. AUTO CLUB/AAA Names and Marks are the property of Renter and/or the American Automobile Association ("AAA") and upon expiration or cancellation of this Agreement, Association agrees to immediately discontinue the use of AUTO CLUB/AAA Names and Marks in any manner whatsoever and to surrender any material, if any, containing AUTO CLUB/AAA Names and Marks to Renter or AAA. During the term of this Agreement, Association shall use the AUTO CLUB/AAA Names and Marks only in conformance with the specifications set forth by Renter and/or AAA from time to time. It is expressly agreed between the parties that Renter and/or AAA retain full ownership of the AUTO CLUB/AAA Names and Marks and registrations thereof.
- 13. That all advertising elements prepared by Association or its agents that contains the AUTO CLUB/AAA Names and Marks shall require Renter's prior written approval.

Automobile Club of Southern California  
3333 Fairview Road  
Costa Mesa, CA 92626

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Back Saver** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #416, #516** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$8,025.00
Final Payment	5/24/2024	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Back Saver**  
Thien Dinh Tran  
13521 Redbird Street  
Garden Grove, CA 92843  
Phone (714) 651-1791  
Email thiendinhtran300@gmail.com

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email mcapps@ocfair.com

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**Signature**

---

**Signature**

---

**Title**

---

**Chief Business Development Officer**

**Title**

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**Back Saver**

Location/Space: Costa Mesa #416, #516

Agreement No: **24705**

Date: March 28, 2024

Bamboo Sheets

Bamboo Pillows



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24705

**Renter:****Back Saver**

Seller's Permit Number: 100-350439

Taxpayer ID Number: 612-80-0846

13521 Redbird Street

Garden Grove, CA 92843

(714) 651-1791

Thien Dinh Tran, Owner

**Space Description/Designation:**

Costa Mesa – CM #416, #516 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Bamboo Sheets and Bamboo Pillows

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Back Saver outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Bamboo Sheets and Bamboo Pillows (product/service); CM #416, #516 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #416, #516).
- 2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #416, #516; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #416, #516; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #416, #516. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

Back Saver  
13521 Redbird Street  
Garden Grove, CA 92843

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

Thien Dinh Tran, Owner

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Cellular Sales of California, LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #616, #716** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property caused by Renter, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/24/2024	\$ 8,025.00
Final Payment	5/24/2024	\$ 8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
10. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
11. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

12. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
13. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
15. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
16. **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.
17. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
18. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Kellie Ireland**  
**Cellular Sales of California, LLC**  
**9040 Executive Park Drive**  
**Knoxville, TN 37923**  
**Phone (518) 321-2777**  
**Email [kellie.ireland@cellularsales.com](mailto:kellie.ireland@cellularsales.com)**

**Joan Hamill**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email [jhamill@ocfair.com](mailto:jhamill@ocfair.com)**

**Signature**

**Title**

**Date**

**Signature**

**Chief Business Development Officer**  
**Title**

**Date**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
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17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
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## Exhibit A

### PRODUCTS AND OR SERVICES

**Cellular Sales of California, LLC**  
Location/Space: Costa Mesa #616, #716

Agreement No: **24709**  
Date: March 15, 2024

Verizon Wireless Service Plans  
Cell Phones  
Tablets  
Cases  
Screen Protectors  
Wireless Chargers  
Home Chargers  
Car Chargers



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24709

**Renter:**

**Cellular Sales of California, LLC**

Seller's Permit Number: 102-912830

Taxpayer ID Number: 81-1051073

9040 Executive Park Drive

Knoxville, TN, 37923

(518) 321-2777

Kellie Ireland, Director, National Events

**Space Description/Designation:**

Costa Mesa – CM #616, #716 (16' x 10') - See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Verizon Wireless Service Plans, Cell Phones, Tablets, Cases, Screen Protectors, Wireless Chargers, Home Chargers, Car Chargers

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Cellular Sales of California, LLC outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Verizon Wireless Service Plans, Cell Phones, Tablets, Cases, Screen Protectors, Wireless Chargers, Home Chargers, Car Chargers (product/service); CM #616, #716 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #616, #716).
- 2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
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- 6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #616, #716; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #616, #716; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #616, #716. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

Cellular Sales of California, LLC  
9040 Executive Park Drive  
Knoxville, TN, 37923

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

Kellie Ireland, Director, National Events

Joan Hamill, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Cigma, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #424, #524; CM #624, #724**; depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$16,000.00
Final Payment	5/24/2024	\$16,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$32,000.00

1. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
2. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
3. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
4. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
5. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

6. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
7. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
8. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
9. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
10. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
11. **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.
12. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
13. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Yaron Lavian**  
**Cigma, Inc.**  
**7248 Bellaire Avenue**  
**North Hollywood, CA 91605**  
**Phone (818) 441-3414**  
**Email** [lavian@cigmaca.com](mailto:lavian@cigmaca.com)

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email** [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, caused by Renter, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
16. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
21. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
22. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
23. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
24. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

#### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**Cigma, Inc.**

Location/Space:

Agreement No: **24711**

Date: March 28, 2024

#### **Costa Mesa #424, #524**

HiDow Tens Units

Massager Guns

#### **Costa Mesa #624, #724**

##### **Hair Tools:**

Flat Irons

Clipless Irons

Blow Dryers

Electric Brushes

Heat Brushes

Hair Extensions

Serums

Shampoo

Conditioner



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24711

**Renter:****Cigma, Inc.**

Seller's Permit Number: 101-698571

Taxpayer ID Number: 27-4369798

7248 Bellaire Avenue

North Hollywood, CA 91605

(818) 441-3414

Yaron Lavian, Owner

## Space Description/Designation:

Costa Mesa – CM #424, #524 (16' x 10') – See Exhibit D for map location

Costa Mesa – CM #624, #724 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$32,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon**Renter agrees that space(s) shall be used only for the purpose as follows:**

HIDOW Tens Units; Massager Guns; Hair Tools: Flat Irons, Clipless Irons, Blow Dryers, Electric Brushes, Heat Brushes; Hair Extensions, Serums, Shampoo, Conditioner

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Cigma, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. HIDOW Tens Units; Massager Guns (product/service); CM #424, #524 (location)
      2. Hair Tools: Flat Irons, Clipless Irons, Blow Dryers, Electric Brushes, Heat Brushes; Hair Extensions, Serums, Shampoo, Conditioner (product/service); CM #624, #724 (location)
    - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #424, #524).
- 2. To provide 160 square feet of space located in Costa Mesa (CM #624, #724).
- 3. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #424, #524; CM #624, #724; to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide one (1) 4'x2' branded sign to display over booth(s) CM #424, #524; CM #624, #724; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 11. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #424, #524; CM #624, #724. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 12. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 14. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

Cigma, Inc.  
7248 Bellaire Avenue  
North Hollywood, CA 91605

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

Yaron Lavian, Owner

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **The Epoch Times Los Angeles** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #216** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024** and ends on **8/23/2024** by **12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	10' x 8'	Platinum Corner	\$8,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$ 4,025.00
Final Payment	5/24/2024	\$ 4,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 8,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Dora Leon**  
The Epoch Times Los Angeles  
10962 Main Street, Suite #101  
El Monte, CA 91731  
Phone (855) 376-2452  
Email [dora.leon@epochtimesca.com](mailto:dora.leon@epochtimesca.com)

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Chief Business Development Officer**

**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, caused by Renter, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
16. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
21. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
22. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
23. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
24. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

#### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**The Epoch Times Los Angeles**  
Location/Space: Costa Mesa #216

Agreement No: **24716**  
Date: April 2, 2024  
**Revised March 28, 2024**

The Epoch Times® Print and Online Newspaper Subscriptions  
The Epoch Times® Magazine  
Books  
Mugs  
Hats



## THE EPOCH TIMES - DEAL POINTS

**AGREEMENT NO. 24716**

Revised March 28, 2024

**Renter:**

**The Epoch Times Los Angeles**

Seller's Permit Number: 264-486656

Taxpayer ID Number: 20-3196533

10962 Main Street, Suite #101

El Monte, CA 91731

(855) 376-2452

Dora Leon, Partner Representative

**Space Description/Designation:**

Costa Mesa – CM #216 (10' x 8') – See Exhibit D for map location

**Space Fee:**

\$8,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

The Epoch Times Print and Online Newspaper Subscriptions, Epoch Times Magazine, Books, Mugs, Hats

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote The Epoch Times Los Angeles outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below. The Epoch Times Print and Online Newspaper Subscriptions, Epoch Times Magazine, Books, Mugs, Hats (product/service); CM #216 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 80 square feet of space located in Costa Mesa (CM #216).
- 2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #216; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #216; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #216. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

The Epoch Times Los Angeles  
10962 Main Street, Suite #101  
El Monte, CA 91731

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

Dora Leon, Partner Representative

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Kaleo Marketing LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #315; FFW #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	10' x 8'	Platinum Corner	\$ 8,000.00
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$14,025.00
Final Payment	5/24/2024	\$14,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$28,050.00

7. **Signed Rental Agreement First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Christian Dixon**  
**Kaleo Marketing LLC**  
**2421 W. 205<sup>th</sup> Street, Suite #D-203**  
**Torrance, CA 90501**  
**Phone (917) 374-1719**  
**Email [christian.dixon@kaleomarketing.com](mailto:christian.dixon@kaleomarketing.com)**

**Michele Capps  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)**

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**Signature**

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**Signature**

---

**Title**

## Chief Business Development Officer Title

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Date

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, caused by Renter, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
16. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
21. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
22. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
23. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
24. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

#### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**Kaleo Marketing LLC**

Location/Space: Costa Mesa #315; Family Fair Way #8

Agreement No: **24718**

Date: April 2, 2024

Vacation Clubs

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24718

**Renter:**

**Kaleo Marketing LLC.**

Seller's Permit Number: N/A

Taxpayer ID Number: 27-0938356

2421 West 205th Street, Suite #D-203

Torrance, CA 90501

(917) 374-1719

Christian Dixon, Events Support

**Space Description/Designation:**

Costa Mesa – CM #315 (10' x 8') – See Exhibit D for map location

Family Fair Way – FFW #8 (20' x 10') – See Exhibit D for map location

**Space Fee:**

\$28,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Vacation Clubs (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Kaleo Marketing LLC outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s); FFW #8 (location)
    - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Vacation Clubs (product/service); CM #315; FFW #8 (locations)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Indoor booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates; CM #315 (location)
- e. Outdoor booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2024 OC Fair dates; FFW#8 (location)
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 80 square feet of space located in Costa Mesa (CM #315).
- 2. To provide one (1) 20'x10' square foot canopy for the space located on Family Fair Way (FFW #8).
- 3. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #315; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide one (1) 4'x2' branded sign to display over booth(s) CM #315; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 11. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #315. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 12. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 14. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

Kaleo Marketing LLC.  
2421 West 205th Street, Suite #D-203  
Torrance, CA 90501

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Renewal by Andersen, LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #208, #308** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024** and ends on **8/23/2024** by **12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$ 8,025.00
Final Payment	5/24/2024	\$ 8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Max Wafel**  
Renewal by Andersen, LLC  
22982 Alcalde Drive  
Laguna Hills, CA 92653  
Phone (949) 525-5032  
Email max.wafel@andersencorp.com

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email mcapps@ocfair.com

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**Signature**

---

**Signature**

---

**Title**

**Chief Business Development Officer**  
Title

---

**Date**

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**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, caused by Renter, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
16. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
21. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
22. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
23. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
24. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

#### **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.

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Renewal by Andersen of Orange County**

Location/Space: Costa Mesa #208, #308

Agreement No: **24724**

Date: April 2, 2024

Renewal by Andersen® Windows and Doors

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24724

**Renter:****Renewal by Andersen, LLC**

Seller's Permit Number: N/A

Taxpayer ID Number: 411918413

22982 Alcalde Drive

Laguna Hills, CA 92653

(949) 525-5032

Max Wafel, Associate Event &amp; Retail Marketing Manager

**Space Description/Designation:**

Costa Mesa – CM #208, #308 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon**Renter agrees that space(s) shall be used only for the purpose as follows:**

Renewal By Andersen® Windows and Doors (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Renewal by Andersen, LLC outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Renewal By Andersen® Windows and Doors (product/service); CM #208, #308 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.
  - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

1. To provide 160 square feet of space located in Costa Mesa (CM #208, #308).
2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #208, #308; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #208, #308 signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #208, #308. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

Renewal by Andersen, LLC  
22982 Alcalde Drive  
Laguna Hills, CA 92653

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Max Wafel, Associate Event &  
Retail Marketing Manager

---

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **RM Art Designs LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #17, #18, #19** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Santa Ana Pavilion	20' x 15'	Commercial Inline	\$10,200.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/24/2024	\$12,625.00
Final Payment	5/24/2024	\$12,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$25,250.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Ramazan Demir**  
RM Art Designs LLC  
12531 S. Harbor Boulevard, Suite #1  
Garden Grove, CA 92840  
Phone (714) 887-3196  
Email [rmatdesigns@gmail.com](mailto:rmatdesigns@gmail.com)

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

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**Signature**

---

**Signature**

---

**Title**

**Chief Business Development Officer**  
Title

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

### **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.

## Exhibit A

### PRODUCTS AND OR SERVICES

**RM Art Designs LLC**

Location/Space: Santa Ana Pavilion #17, #18, #19

Agreement No: **24725**

Date: April 4, 2024

Handmade Mosaic Lamps

Handmade Ceramic Kitchenware and Home Goods

Evil Eyes

Keychains

Pouch Bags

Handmade Wooden Baskets

#### **Jewelry:**

Rings

Earrings

Bracelets



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 24725**

**Renter:**

**RM Art Designs LLC**

Seller's Permit Number: 215-290944

Taxpayer ID Number: 611980652

12531 S. Harbor Boulevard, Suite #1

Garden Grove, CA 92840

(714) 887-3196

Ramazan Demir, Owner

**Space Description/Designation:**

Santa Ana Pavilion – SAP #17 (10' x 15') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Handmade Mosaic Lamps, Handmade Ceramic Kitchenware and Home Goods, Evil Eyes, Keychains, Pouch Bags, Handmade Wooden Baskets,; Jewelry: Rings, Earrings, Bracelets

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote RM Art Designs LLC outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Handmade Mosaic Lamps, Handmade Ceramic Kitchenware and Home Goods, Evil Eyes, Keychains, Pouch Bags, Handmade Wooden Baskets,; Jewelry: Rings, Earrings, Bracelets (product/service); SAP #17 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #17).
- 2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #17; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) SAP #17; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #17. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

RM Art Designs LLC  
12531 S. Harbor Boulevard, Suite #1  
Garden Grove, CA 92840

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Ramazan Demir, Owner

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **So Relax California, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
S.E.L.I. (Special Events Liability Insurance)			\$ 180.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/24/2024	\$ 7,615.00
Final Payment	5/24/2024	\$ 7,615.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,230.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Vinny Zuhai Xu**  
**So Relax California, Inc.**  
**333 W. Garvey Avenue, Suite #B146**  
**Monterey Park, CA 91754**  
**Phone (917) 992-1911**  
**Email vinnyxu123@hotmail.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

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**Signature**

---

**Title**

---

**Date**

---

**Signature**

**Chief Business Development Officer**  
**Title**

---

**Date**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, provided such exclusive privilege is made known to Renter prior to entering into this Agreement, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
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15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
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17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
21. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
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## Exhibit A

### PRODUCTS AND OR SERVICES

**So Relax California, Inc.**

Location/Space: Santa Ana Pavilion #8

Agreement No: **24726**

Date: March 28, 2024

Mini Acupressure Chair Massage



## EXHIBIT AA - DEAL POINTS

### AGREEMENT NO. 24726

**Renter:**

**So Relax California, Inc.**

Seller's Permit Number: N/A

Taxpayer ID Number: 20-3106102

333 W. Garvey Avenue, Suite #B146

Monterey Park, CA 91754

(917)-992-1911

Vinny Zuhai Xu, Owner

**Space Description/Designation:**

Santa Ana Pavilion – SAP #8 (10' x 15') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Mini Acupressure Chair Massage

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote So Relax California, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Mini Acupressure Chair Massage (product/service); SAP #8 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #8).
- 2. To provide ten (10) 2024 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2024 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2024 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2024 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2024 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #8; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) SAP #8; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #8. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide link to Renter website on applicable section of the 2024 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 3, 2024 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2024 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2024 OC Fair. Content must be received by Monday, June 3, 2024 for inclusion.

So Relax California, Inc.  
333 W. Garvey Avenue, Suite #B146  
Monterey Park, CA 91754

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Vinny Zuhai Xu, Owner

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Winning Ways, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #9** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2024 and ends on 8/23/2024 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/24/2024	\$ 7,525.00
Final Payment	5/24/2024	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 24, 2024.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **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.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Cassidy Rocke**  
**Winning Ways, Inc.**  
**1651 Greenwood Way**  
**San Bruno, CA 94066**  
**Phone (925) 922-4863**  
**Email crocke@winningwaysusa.com**

**Joan Hamill**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email jhamill@ocfair.com**

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**Signature**

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**Signature**

---

**Title**

**Chief Business Development Officer**  
**Title**

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

### **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.

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Winning Ways, Inc.**

Location/Space: Santa Ana Pavilion #9

Agreement No: **24731**

Date: March 15, 2024

Winning Ways Vacation Resorts

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 24731**

**Renter:**

**Winning Ways, Inc.**

Seller's Permit Number: NA

Taxpayer ID Number: 27-4030157

1651 Greenwood Way

San Bruno, CA 94066

(925) 922-4863

Cassidy Rocke, Owner

**Space Description/Designation:**

Santa Ana Pavilion – SAP # 9 (10' x 15') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 1, 2024 – August 23, 2024 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Winning Ways Vacation Resorts (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 19, 2024 – August 18, 2024 at the 2024 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 24, 2024.
3. To gain pre-approval from the District for use of 2024 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 20, 2024.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Winning Ways, Inc. outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Winning Ways Vacation Resorts (product/service); SAP #9 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the 2024 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 21, 2024. Credentials to be obtained prior to the start of the 2024 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2024 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2024 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2024 OC Fair.

**District (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #9).
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Cassidy Rocke, Owner

Joan Hamill, Chief Business Development Officer