

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

1 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-012-24	The OC Marathon	OC Marathon	Competition/Tournament (COM)	Campground; Costa Mesa Building (#10); Country Meadows; Crafters Village; Main Mall; Park Plaza; Santa Ana Pavilion (Parade of Products); Street	04/29/24-05/05/24	\$109,459.50
R-040-24	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	05/31/24-06/03/24	\$23,967.00
R-046-24	Cruisin' For A Cure	Cruisin' For A Cure	Consumer Show (CON)	Anaheim Building (#16); Baja Blues Restaurant; Campground; Costa Mesa Building (#10); Country Meadows; Crafters Village; Huntington Beach Building (#12); Livestock Lane; Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Park Plaza; Parking Lot G; Parking Lot I; Parking Lot J (FFZ); Parking Lot P; Plaza Pacifica; Santa Ana Pavilion (Parade of Products); South Lawn; The Hangar	09/25/24-09/29/24	\$55,309.25
R-088-24	First Class Events	Chaparral HS Prom	Prom/Formal (PRH)	Anaheim Building (#16); Main Mall; The Hangar	05/10/24-05/12/24	\$25,832.50
R-089-24	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	09/07/24-09/08/24	\$16,255.25
R-090-24	Newport-Mesa Unified School District	NMUSD Open House/Promotion	Other (OTH)	Year Round Rentals	05/29/24-06/07/24	\$1,725.00
R-091-24	SoCal-Rides LLC	SoCal-Rides Camping	Camping (RAL)	Parking Lot G	03/27/24-04/12/24	\$1,648.00
R-093-24	California Online Public Schools	California Connections Academy End of Year Festival	Banquet (BAN)	Country Meadows; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	06/05/24-06/05/24	\$19,088.00

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

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AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-054-24 (Amend #1)	Luftgekuhlt LLC	Air Water '24 <i>Amended: Added additional move in/out days</i>	Festival (FST)	Action Sports Arena; Anaheim Building (#16); Baja Blues Grass; Costa Mesa Building (#10); Country Meadows; Crafters Village; Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; Millennium Barn; OC Promenade (Span); Park Plaza; Parking Lot I; Plaza Pacifica; Plaza Pacifica Lobby; Santa Ana Pavilion (Parade of Products); The Hangar	04/24/24-04/30/24	\$164,365.50
R-064-24 (Amend #1)	Stellar Entertainment Group, Inc dba Garden Bros Nuclear Circus	Big Top Circus <i>Amendment: Changed parking lot location</i>	Performance (PERFO)	Parking Lot A (South)	04/15/24-04/22/24	\$41,143.00
R-072-24 (Amend #1)	Greystar	2023 Excellence Awards <i>Amendment: Changed building</i>	Party (PAR)	Costa Mesa Building (#10), Main Mall	04/17/24-04/18/24	\$29,642.00

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-012-24**

DATE **March 27, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

April 29 - May 6, 2024

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

See Exhibit A

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

OC Marathon

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

\$109,459.50

(Final Settlement subject to \$120,400.00 Minimum Guarantee terms as specified on Exhibit A)

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

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

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

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

**The OC Marathon
3100 Airway Avenue
Costa Mesa, CA 92626**

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

By: _____ Date: _____
Title: Gary Kutscher, Chief Executive Officer

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

EXHIBIT A

Event Information			
Event Name:	OC Marathon	Contract No:	R-012-24
Contact Person:	Gary Kutscher	Phone:	(714) 330-8048
Event Date:	05/03/2024 - 05/05/2024	Hours:	Expo: Friday: 4:00 PM - 8:00 PM Saturday: 10:00 AM - 5:00 PM
		Kids Run	Saturday: 8:00 AM - 12:00 PM
		5K Festival:	Saturday: 2:00 PM - 7:00 PM
		5K Run:	Saturday: 5:00 PM - 7:00 PM
		OC Marathon:	Sunday: 5:30 AM - 1:00 PM
		Projected Attendance Marathon:	17,000
Admission Price:	\$45.00 - \$194.00	Projected Attendance Kids Run:	8,000
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance 5K Run:	2,500
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Portion (10%) of Main Mall - Hoag Set Up	04/29/2024 07:00 AM - 11:00 PM	Move In	95.00
Tuesday			
Portion (10%) of Main Mall - Hoag Set Up	04/30/2024 07:00 AM - 11:00 PM	Move In	95.00
Wednesday			
Costa Mesa Building (#10) - Expo	05/01/2024 06:00 AM - 11:00 PM	Move In	2,375.00
Thursday			
Costa Mesa Building (#10) - Expo	05/02/2024 06:00 AM - 11:00 PM	Move In	2,375.00
Santa Ana Pavilion (Parade of Products) - Expo	05/02/2024 06:00 AM - 11:00 PM	Move In	Included
Friday			
Crafters Village - Kids Run	05/03/2024 12:00 PM - 08:00 PM	Move In	650.00
Park Plaza - Kids Run	05/03/2024 12:00 PM - 08:00 PM	Move In	850.00
Costa Mesa Building (#10) - Expo	05/03/2024 04:00 PM - 08:00 PM	Event	4,750.00
Santa Ana Pavilion (Parade of Products) - Expo	05/03/2024 04:00 PM - 08:00 PM	Event	Included
Saturday			
Crafters Village - Kids Run	05/04/2024 08:00 AM - 12:00 PM	Event	1,300.00
Park Plaza - Kids Run	05/04/2024 08:00 AM - 12:00 PM	Event	1,700.00
Costa Mesa Building (#10) - Expo	05/04/2024 10:00 AM - 05:00 PM	Event	4,750.00
Santa Ana Pavilion (Parade of Products) - Expo	05/04/2024 10:00 AM - 05:00 PM	Event	Included
Main Mall - 5K	05/04/2024 02:00 PM - 07:00 PM	Event	Included
Streets - 5K	05/04/2024 02:00 PM - 07:00 PM	Event	1,487.50
Sunday			
Campground - For Trucks, Water & Supplies	05/05/2024 05:30 AM - 01:00 PM	Event	2,600.00
Country Meadows - Marathon	05/05/2024 05:30 AM - 01:00 PM	Event	2,100.00
Main Mall - Marathon	05/05/2024 05:30 AM - 01:00 PM	Event	1,900.00
Streets - Marathon	05/05/2024 05:30 AM - 01:00 PM	Event	1,487.50
Monday	05/06/2024 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 28,515.00

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

Move out must be completed by 11:59 AM Monday - May 6, 2024 to avoid additional charges.

2024 agreement provides for exclusive use of District's (OCFEC) parking lots (EQC parking area not included) during dates of this event.

2025 exclusive use is subject to annual review and mutually agreed upon amendment.

All Facility Rental Fees for 2025 are subject to change and shall be based upon the then applicable approved rates.

EXHIBIT A

Event Information						
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Kids Run	05/04/2024	1.00	EA	150.00	EA/DAY	150.00
10 MB Internet - Main Mall	05/04/2024 - 05/05/2024	1.00	EA	150.00	EA/DAY	300.00
10 MB Internet - Merch	05/03/2024 - 05/04/2024	1.00	EA	150.00	EA/DAY	300.00
10 MB Internet - Office	05/02/2024 - 05/05/2024	1.00	EA	150.00	EA/DAY	600.00
10 MB Internet - POP	05/03/2024 - 05/05/2024	1.00	EA	150.00	EA/DAY	450.00
10 MB Internet - Timing Tent	TBD	TBD	EA	150.00	EA/DAY	TBD
20 Amp Drop	Estimate 5	5.00	EA	25.00	EA	125.00
50 Amp Drop	Estimate 4	4.00	EA	70.00	EA	280.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
40 Yard Dumpster	Estimate 4	4.00	EA	234.00	EA	936.00
Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
Barricade (Plastic)	Estimate 85	85.00	EA	15.00	EA	1,275.00
Bleacher (100 Seat Section)	Estimate 4	4.00	EA	250.00	EA	1,000.00
Cable Ramp	Estimate 30	30.00	EA	15.00	EA	450.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 21	21.00	EA	55.00	EA	1,155.00
Electrical Usage Rate	Estimate Only	1.00	EA	5,250.00	EVT	5,250.00
Forklift	Estimate 27 Hours	27.00	HR	75.00	HR	2,025.00
Forklift (40 Yard Dumpster)	Estimate 22 Hours	22.00	HR	75.00	HR	1,650.00
Forklift (Fence)	Estimate 13 Hours	13.00	HR	75.00	HR	975.00
Information Booth	Estimate 2	2.00	EA	150.00	EA	300.00
Man Lift	Estimate 38 Hours	38.00	HR	75.00	HR	2,850.00
Marquee Board	04/08/2024 - 05/05/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 8	8.00	EA	15.00	EA	120.00
Portable Electronic Message Board	05/03/2024 - 05/05/2024	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	05/03/2024 - 05/04/2024	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Tonnage Weight (40 Yard Dumpster)	Estimate 12 Tons	12.00	TON	90.00	TON	1,080.00
Wireless Internet Router	Estimate 5	5.00	EA	75.00	EA	375.00
Wireless Microphone	Estimate 1	1.00	EA	50.00	EA	50.00
Total:						23,591.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	28.00	HR	1,400.00
Grounds Attendant (Fencing)	Estimate 5 Hours	5.00	HR	28.00	HR	140.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	28.00	HR	1,120.00
Electrician	Estimate 14 Hours	14.00	HR	70.00	HR	980.00
Event Day						
Expo 4:00 PM - 8:00 PM						
Grounds Attendant Lead	05/03/2024 02:00PM - 08:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	05/03/2024 02:00PM - 08:00PM	3.00	EA	28.00	HR	504.00
Janitorial Attendant	05/03/2024 02:00PM - 08:00PM	4.00	EA	28.00	HR	672.00
Janitorial Attendant	05/03/2024 08:00AM - 02:00PM	2.00	EA	28.00	HR	336.00
Electrician	05/03/2024 02:00PM - 08:00PM	1.00	EA	70.00	HR	420.00

EXHIBIT A

Event Information

Kids Run 8:00 AM - 12:00 PM / Expo 10:00 AM - 5:00 PM

Grounds Attendant Lead	05/04/2024 06:00AM - 05:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	05/04/2024 06:00AM - 05:00PM	3.00	EA	28.00	HR	924.00
Janitorial Attendant Lead	05/04/2024 06:00AM - 05:00PM	1.00	EA	33.00	HR	363.00
Janitorial Attendant	05/04/2024 06:00AM - 05:00PM	12.00	EA	28.00	HR	3,696.00
Electrician	05/04/2024 06:00AM - 05:00PM	1.00	EA	70.00	HR	770.00

5K Festival 2:00 PM - 7:00 PM / 5K 5:00 PM - 7:00 PM

Grounds Attendant Lead	05/04/2024 01:00PM - 08:00PM	1.00	EA	33.00	HR	231.00
Grounds Attendant	05/04/2024 01:00PM - 08:00PM	3.00	EA	28.00	HR	588.00
Janitorial Attendant Lead	05/04/2024 01:00PM - 08:00PM	1.00	EA	33.00	HR	231.00
Janitorial Attendant	05/04/2024 01:00PM - 08:00PM	8.00	EA	28.00	HR	1,568.00
Electrician	05/04/2024 01:00PM - 08:00PM	1.00	EA	70.00	HR	490.00

OC Marathon 5:30 AM - 1:00 PM

Grounds Attendant Lead	05/05/2024 04:30AM - 02:00PM	1.00	EA	33.00	HR	313.50
Grounds Attendant	05/05/2024 04:30AM - 02:00PM	3.00	EA	28.00	HR	798.00
Janitorial Attendant Lead	05/05/2024 04:30AM - 02:00PM	1.00	EA	33.00	HR	313.50
Janitorial Attendant	05/05/2024 04:30AM - 02:00PM	14.00	EA	28.00	HR	3,724.00
Janitorial Attendant	05/05/2024 07:00AM - 02:00PM	2.00	EA	28.00	HR	392.00
Electrician	05/05/2024 04:30AM - 02:00PM	1.00	EA	70.00	HR	665.00

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 44 Hours	44.00	HR	28.00	HR	1,232.00
Grounds Attendant (Fencing)	Estimate 5 Hours	5.00	HR	28.00	HR	140.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Electrician	Estimate 11 Hours	11.00	HR	70.00	HR	770.00

Event Sales & Services

Event Coordinator	05/03/2024 02:00PM - 08:00PM	1.00	EA	54.50	HR	327.00
Event Coordinator	05/04/2024 06:00AM - 08:00PM	1.00	EA	54.50	HR	763.00
Event Coordinator	05/05/2024 03:00AM - 02:00PM	1.00	EA	54.50	HR	599.50

Parking

Set Up

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Parking Attendant	Estimate 30 Hours	30.00	HR	28.00	HR	840.00

Event Day

Parking Attendant Lead - Kids Run	05/04/2024 06:00AM - 01:00PM	1.00	EA	33.00	HR	231.00
Parking Attendant - Kids Run	05/04/2024 06:00AM - 01:00PM	3.00	EA	28.00	HR	588.00
Parking Attendant Lead - 5K	05/04/2024 02:00PM - 08:00PM	1.00	EA	33.00	HR	198.00
Parking Attendant - 5K	05/04/2024 02:00PM - 08:00PM	3.00	EA	28.00	HR	504.00

Course Set Up

Parking Attendant Lead	05/05/2024 01:00AM - 06:00AM	1.00	EA	33.00	HR	165.00
Parking Attendant	05/05/2024 01:00AM - 06:00AM	3.00	EA	28.00	HR	420.00

Course Teardown

Parking Attendant Lead	05/05/2024 02:00PM - 06:00PM	1.00	EA	33.00	HR	132.00
Parking Attendant	05/05/2024 02:00PM - 06:00PM	1.00	EA	28.00	HR	112.00

EXHIBIT A

Event Information

Safety & Security

Set Up

Security Attendant	05/01/2024 05:00PM - 12:00AM	1.00	EA	28.00	HR	196.00
Security Attendant - Overnight	05/01/2024 05:00PM - 08:00AM	2.00	EA	28.00	HR	840.00
Security Attendant	05/02/2024 08:00AM - 05:00PM	2.00	EA	28.00	HR	504.00
Security Attendant - Overnight	05/02/2024 05:00PM - 08:30AM	4.00	EA	28.00	HR	1,736.00

Event Day

Expo 4:00 PM - 8:00 PM

Security Attendant Lead - Expo	05/03/2024 03:00PM - 08:30PM	1.00	EA	33.00	HR	181.50
Security Attendant - Expo	05/03/2024 03:00PM - 08:30PM	10.00	EA	28.00	HR	1,540.00
Security Attendant - Overnight	05/03/2024 05:00PM - 08:00AM	2.00	EA	28.00	HR	840.00
Security Attendant - Overnight	05/03/2024 07:30PM - 08:00AM	2.00	EA	28.00	HR	700.00

Kids Run 8:00 AM - 12:00 PM / Expo 10:00 AM - 5:00 PM

Security Attendant Lead - Kids Run/Expo	05/04/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant - Kids Run	05/04/2024 07:00AM - 12:30PM	16.00	EA	28.00	HR	2,464.00
Security Attendant - Expo	05/04/2024 08:00AM - 05:30PM	2.00	EA	28.00	HR	532.00
Security Attendant - Expo	05/04/2024 09:00AM - 05:30PM	6.00	EA	28.00	HR	1,428.00

5K Festival 2:00 PM - 7:00 PM / 5K 5:00 PM - 7:00 PM

Security Attendant Lead - 5K	05/04/2024 01:00PM - 08:00PM	1.00	EA	33.00	HR	231.00
Security Attendant - 5K	05/04/2024 01:00PM - 08:00PM	11.00	EA	28.00	HR	2,156.00
Security Attendant - Overnight	05/04/2024 08:00PM - 06:00AM	2.00	EA	28.00	HR	560.00

OC Marathon 5:30 AM - 1:00 PM

Security Attendant Lead	05/05/2024 03:30AM - 02:00PM	1.00	EA	33.00	HR	346.50
Security Attendant - Bus Loader	05/05/2024 03:30AM - 02:00PM	5.00	EA	28.00	HR	1,470.00
Security Attendant	05/05/2024 05:00AM - 02:00PM	7.00	EA	28.00	HR	1,764.00
Security Attendant	05/05/2024 07:00AM - 02:00PM	14.00	EA	28.00	HR	2,744.00
Security Attendant - Overnight	05/05/2024 02:00PM - 08:00AM	1.00	EA	28.00	HR	504.00

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

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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Outside Services

Sound Engineer	05/04/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 52,353.50

Summary

Facility Rental Total	\$28,515.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$75,944.50
Refundable Deposit	\$5,000.00

Grand Total: \$109,459.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$54,729.75
Second Payment	04/02/2024	\$54,729.75
Total:		\$109,459.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

APPROVED BOOKING OF ADJOINING EVENT – OC MARATHON

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$120,400 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$120,400 minimum guarantee.

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GUARANTEE

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$120,400 in annual event revenues in 2024 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions, and then the applicable base minimum for each contracted event year through 2024 is subject to an escalator rate not to exceed 3% annually. Equipment Fees and Reimbursable Personnel/Outside Services Fees are not applicable to calculation of each year's minimum guarantee.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

EXHIBIT A

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SETTLEMENT

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within ten (10) business days of conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$120,400 minimum guarantee will be invoiced and be payable immediately upon receipt.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-040-24**

DATE **March 30, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 31 - June 3, 2024

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

See Exhibit A

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

Repticon

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

\$23,967.00

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

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

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

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

**Vivid Special Events, LLC
141 East Central Avenue, Ste 430
Winter Haven, FL 33880**

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

By: _____ Date: _____
Title: Shirley Healy, Chief Financial Officer

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

EXHIBIT A

Event Information				
Event Name:	Repticon		Contract No:	R-040-24
Contact Person:	Lisa Parker		Phone:	(863) 268-4273 x201
Event Date:	06/01/2024 - 06/02/2024		Hours:	Saturday: 9:00 AM - 4:00 PM
				Saturday Auction: 4:30 PM - 6:30 PM
				Sunday: 10:00 AM - 4:00 PM
Admission Price:	2 Day: \$15.00 1 Day: \$12.00 Children 4 & Under: Free			
Vehicle Parking Fee:	\$12.00 General Parking		Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	05/31/2024 09:30 AM - 08:00 PM	Move In	1,875.00
Saturday			
Huntington Beach Building (#12)	06/01/2024 09:00 AM - 04:00 PM	Event	3,750.00
Sunday			
Huntington Beach Building (#12)	06/02/2024 10:00 AM - 04:00 PM	Event	3,750.00
Monday			
Huntington Beach Building (#12)	06/03/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			9,375.00

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

Move out must be completed by 11:59 AM Monday - June 3, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 27	27.00	EA	20.00	EA	540.00
Electrical Splitter Box	Estimate 18	18.00	EA	55.00	EA	990.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,100.00	EVT	1,100.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Marquee Board	05/27/2024 - 06/02/2024	1.00	WK	Included		Included
Portable Electronic Message Board	06/01/2024 - 06/02/2024	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	06/01/2024 - 06/02/2024	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						4,130.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 7 Hours	7.00	HR	70.00	HR	490.00
Event Day						
Grounds Attendant Lead	06/01/2024 08:00AM - 05:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	06/01/2024 08:00AM - 05:00PM	1.00	EA	28.00	HR	252.00
Janitorial Attendant	06/01/2024 08:00AM - 05:00PM	2.00	EA	28.00	HR	504.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	06/02/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	06/02/2024 09:00AM - 05:00PM	1.00	EA	28.00	HR	224.00
Janitorial Attendant	06/02/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 4 Hours	4.00	HR	70.00	HR	280.00
<u>Event Sales & Services</u>						
Event Coordinator	06/01/2024 08:00AM - 05:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	06/02/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
<u>Safety & Security</u>						
Security Attendant - Overnight	05/31/2024 09:00PM - 07:00AM	1.00	EA	28.00	HR	280.00
Security Attendant	06/01/2024 08:00AM - 04:30PM	2.00	EA	28.00	HR	476.00
Security Attendant	06/01/2024 08:00AM - 06:30PM	1.00	EA	28.00	HR	294.00
Security Attendant - Overnight	06/01/2024 07:00PM - 08:00AM	1.00	EA	28.00	HR	364.00
Security Attendant	06/02/2024 09:00AM - 04:30PM	3.00	EA	28.00	HR	630.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	06/01/2024 08:30AM - 04:30PM	2.00	EA	33.00	HR	528.00
Emergency Medical Services	06/02/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 9,462.00

Summary

Facility Rental Total	\$9,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,592.00
Refundable Deposit	\$1,000.00

Grand Total: \$23,967.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$11,983.50
Second Payment	04/30/2024	\$11,983.50

Total: \$23,967.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-046-24**

DATE **March 26, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 25 - 29, 2024

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

See Exhibit A

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

Cruisin' For A Cure

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

\$55,309.25

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

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted. Association will make efforts to convey information within forty-eight (48) hours of notification of a potential claim and will provide Renter available information provided to them.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Cruisin' For A Cure
25422 Trabuco Road, Suite 105-527
Lake Forest, CA 92630

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

By: _____ Date: _____
Title: **Debbie Baker, President**

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

EXHIBIT A

Event Information			
Event Name:	Cruisin' For A Cure	Contract No:	R-046-24
Contact Person:	Debbie Baker	Phone:	(714) 803-9216
Event Date:	09/28/2024	Hours:	Saturday: 6:00 AM - 3:30 PM
Admission Price:	General Admission: \$17.00 Children 12 & Under: Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	15,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Anaheim Building (#16)	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Baja Blues Restaurant	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Campground	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Country Meadows	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Crafters Village	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Livestock Lane	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Main Mall	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Park Plaza	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot I	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot J	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot P	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
South Lawn	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
The Hangar	09/25/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Thursday			
Anaheim Building (#16)	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Baja Blues Restaurant	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Campground	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Country Meadows	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Crafters Village	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Livestock Lane	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Main Mall	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Park Plaza	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot I	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot J	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot P	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
South Lawn	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
The Hangar	09/26/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee

EXHIBIT A

Event Information

Friday

Anaheim Building (#16)	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Baja Blues Restaurant	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Campground	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Country Meadows	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Crafters Village	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Livestock Lane	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Main Mall	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Park Plaza	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot I	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot J	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Parking Lot P	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
South Lawn	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
The Hangar	09/27/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee

Saturday

Anaheim Building (#16)	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Baja Blues Restaurant	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Campground	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Costa Mesa Building (#10)	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Country Meadows	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Crafters Village	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Huntington Beach Building (#12)	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Livestock Lane	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Los Alamitos Building (#14)	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Main Mall	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
OC Promenade (Span)	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Park Plaza	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Parking Lot I	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Parking Lot J	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Parking Lot P	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Plaza Pacifica	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
Santa Ana Pavilion (Parade of Products)	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
South Lawn	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions
The Hangar	09/28/2024 06:00 AM - 03:30 PM	Event	% of Gross Admissions

Sunday

Anaheim Building (#16)	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Baja Blues Restaurant	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Campground	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Country Meadows	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Crafters Village	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/29/2024 07:00 AM - 12:00 PM	Move In	*See Facility Fee

EXHIBIT A

Event Information				
Livestock Lane	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Los Alamitos Building (#14)	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Main Mall	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
OC Promenade (Span)	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Park Plaza	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Parking Lot I	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Parking Lot J	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Parking Lot P	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Plaza Pacifica	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
South Lawn	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
The Hangar	09/29/2024 07:00 AM - 12:00 PM	Move In		*See Facility Fee
Total:				*See Facility Fee

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

***OCFEC shall retain fifteen percent (15%) of all Gross Admissions Revenue or \$25,100.00, whichever is greater.**

Move out must be completed by 12:00 PM Sunday - September 29, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	Estimate 2	2.00	EA	25.00	EA	50.00
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
Barricade (Plastic)	Estimate 103	103.00	EA	15.00	EA	1,545.00
Bench (Metal)	Estimate 68	68.00	EA	15.00	EA	1,020.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Dumpster	Estimate 51	51.00	EA	20.00	EA	1,020.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,450.00	EVT	1,450.00
Forklift	Estimate 35 Hours	35.00	HR	75.00	HR	2,625.00
Man Lift	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Marquee Board	09/01/2024 - 09/28/2024	4.00	WK	Included		Included
Overall Public Address System	TBD	TBD	EA	250.00	EA/DAY	TBD
Picnic Table (Rectangular & Round)	Estimate 78	78.00	EA	15.00	EA	1,170.00
Portable Electronic Message Board	09/28/2024	2.00	EA	75.00	EA/DAY	150.00
Portable Light Tower	09/28/2024	1.00	EA	150.00	EA/DAY	150.00
Portable Restroom (Outside Rental)	Estimate 1	1.00	EA	85.00	EA	85.00
Pressure Washer	TBD	TBD	HR	75.00	HR	TBD
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 21 Hours	21.00	HR	75.00	HR	1,575.00
Ticket Booth (Double Window)	Estimate 8	8.00	EA	100.00	EA	800.00
Traffic Cone (Outside Rental)	Estimate Only	1.00	EA	2,800.00	EVT	2,800.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Total:						17,280.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Admissions/Parking Sales</u>						
Admissions Office	09/28/2024 05:00AM - 04:30PM	1.00	EA	28.00	HR	322.00
Money Room Attendant	09/28/2024 05:00AM - 04:30PM	1.00	EA	31.00	HR	356.50

EXHIBIT A

Event Information						
Ticket Seller Lead	09/28/2024 05:30AM - 03:00PM	1.00	EA	33.00	HR	313.50
Ticket Seller	09/28/2024 05:30AM - 03:00PM	10.00	EA	28.00	HR	2,660.00
Ticket Taker Lead	09/28/2024 04:00AM - 04:00PM	1.00	EA	33.00	HR	396.00
Ticket Taker	09/28/2024 05:30AM - 04:00PM	7.00	EA	28.00	HR	2,058.00
Ticket Taker (Green Gate)	09/28/2024 04:00AM - 04:00PM	1.00	EA	28.00	HR	336.00
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Day						
Grounds Attendant Lead	09/28/2024 05:00AM - 04:30PM	1.00	EA	33.00	HR	379.50
Grounds Attendant	09/28/2024 05:00AM - 04:30PM	9.00	EA	28.00	HR	2,898.00
Janitorial Attendant Lead	09/28/2024 05:00AM - 04:30PM	1.00	EA	33.00	HR	379.50
Janitorial Attendant	09/28/2024 05:00AM - 04:30PM	16.00	EA	28.00	HR	5,152.00
Electrician	09/28/2024 05:00AM - 04:30PM	1.00	EA	70.00	HR	805.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	28.00	HR	1,568.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 5 Hours	5.00	HR	70.00	HR	350.00
<u>Event Sales & Services</u>						
Event Coordinator	09/28/2024 02:00AM - 04:30PM	1.00	EA	54.50	HR	790.25
<u>Parking</u>						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Parking Attendant	Estimate 80 Hours	80.00	HR	28.00	HR	2,240.00
Parking Attendant (Traffic Cones)	09/27/2024 07:00AM - 05:00PM	2.00	EA	28.00	HR	560.00
<u>Safety & Security</u>						
Security Attendant Lead	09/27/2024 08:00AM - 08:00PM	1.00	EA	33.00	HR	396.00
Security Attendant	09/27/2024 08:00AM - 05:30PM	2.00	EA	28.00	HR	532.00
Security Attendant	09/27/2024 08:00AM - 08:00PM	6.00	EA	28.00	HR	2,016.00
Security Attendant - Overnight	09/27/2024 08:00PM - 03:30AM	3.00	EA	28.00	HR	630.00
Security Attendant Lead	09/28/2024 03:30AM - 06:00PM	1.00	EA	33.00	HR	478.50
Security Attendant	09/28/2024 03:30AM - 04:00PM	15.00	EA	28.00	HR	5,250.00
<u>Technology</u>						
Creative Services (Signage)	TBD (2023 = \$1,695.99)	TBD	EA	TBD	EVT	TBD
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Orange County Sheriff Services	Estimate Only	1.00	EA	2,400.00	EVT	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00

EXHIBIT A

Event Information						
Cash Handling Fees*	TBD (Inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD	EVT	TBD	EVT	TBD
Credit Card Fees*	2.85%	TBD	EVT	TBD	EVT	TBD
Ticket Printing Fees*	\$.05 per ticket	TBD	EVT	TBD	EVT	TBD

Total: 38,029.25

*Fees associated with ticketing handled by OCFEC Admissions staff is subject to change based upon current ticket service provider rates.

Summary

Facility Rental Total	*\$25,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$55,309.25

Grand Total (Excluding Admission): \$55,309.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/25/2024	\$18,436.50
Second Payment	06/25/2024	\$18,436.50
Third Payment	08/26/2024	\$18,436.25
Total:		\$55,309.25

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ADMISSION CREDENTIALS

OCFEC will retain fifty (50) complimentary admission tickets for distribution to OCFEC employees and Board Members. Cruisin' For A Cure will retain three hundred (300) printed credential tickets for issuance to volunteers, two thousand (2,000) credentials for issuance to vendors and seven thousand (7,000) credentials for issuance to event participants. Additionally, one thousand five hundred (1,500) OCFEC ticket stock raffle tickets will be issued for placement into Cruisin' For A Cure goody bags.

ADMISSION SALES

Admission sales will be issued, sold and controlled exclusively by OCFEC. OCFEC shall retain fifteen percent (15%) of all Gross Admissions Revenue or \$25,100.00, whichever is greater. Gross Admissions Revenue minus OCFEC's percentage of ticket sales and any additional reimbursable fee will be paid by check to: Cruisin' For A Cure within ten (10) working days after conclusion of the event. \$10,000.00 will be held from the Gross Admissions Revenue to cover any outstanding bills not received and/or settled at time of initial settlement payment occurring within ten (10) working days of event conclusion.

ADVANCE TICKET SALES

Advance ticket sales will be issued, sold and controlled exclusively by OCFEC. Advance ticket sales will commence upon execution of the Rental Agreement. Advance ticket sales will conclude on **Wednesday, September 25, 2024 at 11:59 PM**. Advance tickets and event day tickets will be sold at the same price. OCFEC will sell advance tickets via the internet on ETIX.com.

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COUPONS/DISCOUNTS

Cruisin' For A Cure will provide OCFEC with samples of coupons to be offered. Deadline for submittal of samples is **Monday, September 16, 2024**.

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-088-24**

REVIEWED _____

DATE **April 13, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

May 10 - 12, 2024

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

See Exhibit A

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

Chaparral HS Prom

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

\$25,832.50

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

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

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

**First Class Events
3419 Via Lido, Suite 373
Newport Beach, CA 92663**

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

By: _____ Date: _____
Title: **Hollie Keeton**

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

EXHIBIT A

Event Information			
Event Name:	Chaparral HS Prom	Contract No:	R-088-24
Contact Person:	Hollie Keeton	Phone:	(714) 401-4869
Event Date:	05/11/2024	Hours:	7:00 PM - 11:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	600

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
¼ Main Mall	05/10/2024 10:00 AM - 11:00 PM	Move In	237.50	
The Hangar	05/10/2024 10:00 AM - 11:00 PM	Move In	1,975.00	
Saturday				
Anaheim Building (#16)	05/11/2024 07:00 AM - 07:00 PM	Move In	No Charge	
Anaheim Building (#16)	05/11/2024 07:00 PM - 11:00 PM	Event	2,650.00	
¼ Main Mall	05/11/2024 07:00 PM - 11:00 PM	Event	475.00	
The Hangar	05/11/2024 07:00 PM - 11:00 PM	Event	3,950.00	
Sunday				
Anaheim Building (#16)	05/12/2024 08:00 AM - 11:59 AM	Move Out	No Charge	
¼ Main Mall	05/12/2024 08:00 AM - 11:59 AM	Move Out	No Charge	
The Hangar	05/12/2024 08:00 AM - 11:59 AM	Move Out	No Charge	

Total: 9,287.50

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

Move out must be completed by 11:59 AM Sunday - May 12, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Plastic)	Estimate 43	43.00	EA	15.00	EA	645.00
Dumpster	Estimate 9	9.00	EA	20.00	EA	180.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	05/11/2024	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	05/11/2024	1.00	EA	3,000.00	EA	3,000.00
Projector Screen in Hangar	05/11/2024	1.00	EA	300.00	EA	300.00
Propane Heater	TBD	TBD	EA	50.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						5,205.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 4 Hours	4.00	HR	70.00	HR	280.00
Event Day						
Grounds Attendant Lead	05/11/2024 06:00PM - 12:00AM	1.00	EA	33.00	HR	198.00
Grounds Attendant	05/11/2024 06:00PM - 12:00AM	3.00	EA	28.00	HR	504.00
Janitorial Attendant	05/11/2024 06:00PM - 12:00AM	5.00	EA	28.00	HR	840.00
Electrician	05/11/2024 06:00PM - 12:00AM	1.00	EA	70.00	HR	420.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	33.00	HR	198.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 4 Hours	4.00	HR	70.00	HR	280.00

Event Sales & Services

Event Coordinator	05/11/2024 06:00PM - 12:00AM	1.00	EA	54.50	HR	327.00
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Parking

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

Safety & Security

Security Attendant - Overnight	05/10/2024 05:00PM - 08:00 AM	1.00	EA	28.00	HR	420.00
Security Attendant Lead	05/11/2024 06:00PM - 11:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	TBD	TBD	EA	28.00	HR	TBD

Outside Services

Emergency Medical Services	05/11/2024 06:30PM - 11:30PM	1.00	EA	33.00	HR	165.00
Ride Inspector	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 8,040.00

Summary

Facility Rental Total	\$9,287.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,245.00
Parking Buyout (<i>Based upon 150 vehicles at \$12.00 per vehicle</i>)	\$1,800.00
Refundable Deposit	\$1,500.00

Grand Total: \$25,832.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$25,832.50
Total:		\$25,832.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SECURITY

Renter agrees to provide adequate contract security services to enforce OCFEC Rules and Policies within the event. Contract security provider must be licensed as a California PPO Security Provider and provide a valid PPO number. All personnel deployed must carry a current CA BSIS Guard Card.

Security plan must be submitted to OCFEC Safety and Security by **April 29, 2024** for review and approval. With the exception of the Orange County Sheriffs, no armed security is allowed on site.

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-089-24**

DATE **March 29, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 7 - 8, 2024

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

See Exhibit A

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

California Bridal & Wedding Expo

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

\$16,255.25

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

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

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

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

**HSE Holdings 6 LLC dba
American Consumer Show
6901 Jericho Turnpike, Suite 250
Syosset, NY 11719**

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

By: _____ Date: _____
**Title: Maria Palumbo, Director of New
Business Development & Show Manager**

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

EXHIBIT A

Event Information

Event Name:	California Bridal & Wedding Expo	Contract No:	R-089-24
Contact Person:	Maria Palumbo	Phone:	(516) 422-8125
Event Date:	09/08/2024	Hours:	12:30 PM - 5:00 PM
Admission Price:	\$10.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Costa Mesa Building (#10)	09/07/2024 08:00 AM - 05:00 PM	Move In	2,375.00
Sunday			
Costa Mesa Building (#10)	09/08/2024 12:30 PM - 05:00 PM	Event	4,750.00
Total:			7,125.00

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

Move out must be completed by 11:59 PM Sunday - September 8, 2024 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 11	11.00 EA	20.00 EA	220.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	575.00 EVT	575.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Marquee Board	09/02/2024 - 09/08/2024	1.00 WK	Included	Included
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	09/08/2024	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Stage Right 24' x 8' Stage	TBD	TBD EA	750.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
Total:				1,895.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 9 Hours	9.00 HR	28.00 HR	252.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	28.00 HR	112.00
Electrician	Estimate 5 Hours	5.00 HR	70.00 HR	350.00
Event Day				
Grounds Attendant Lead	09/08/2024 11:30AM - 06:00PM	1.00 EA	33.00 HR	214.50
Grounds Attendant	09/08/2024 11:30AM - 06:00PM	1.00 EA	28.00 HR	182.00
Janitorial Attendant	09/08/2024 11:30AM - 06:00PM	3.00 EA	28.00 HR	546.00
Electrician	09/08/2024 11:30AM - 06:00PM	1.00 EA	70.00 HR	455.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 5 Hours	5.00	HR	70.00	HR	350.00

Event Sales & Services

Event Coordinator	09/08/2024 11:30AM - 06:00PM	1.00	EA	54.50	HR	354.25
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Parking

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

Safety & Security

Security Attendant Lead	09/08/2024 11:30AM - 05:30PM	1.00	EA	33.00	HR	198.00
Security Attendant	09/08/2024 11:30AM - 05:30PM	4.00	EA	28.00	HR	672.00

Technology

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

Emergency Medical Services	09/08/2024 12:00PM - 05:30PM	2.00	EA	33.00	HR	363.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 5,735.25

Summary

Facility Rental Total	\$7,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,630.25
Refundable Deposit	\$1,500.00

Grand Total: \$16,255.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$5,418.75
Second Payment	06/07/2024	\$5,418.25
Third Payment	08/07/2024	\$5,418.25

Total: \$16,255.25

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, HSE Holdings 6 LLC dba American Consumer Show must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. HSE Holdings 6 LLC dba American Consumer Show. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, HSE Holdings 6 LLC dba American Consumer Show must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-090-24**

DATE **March 29, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 29, 2024 & June 7, 2024

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

See Exhibit A

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

NMUSD Open House/Promotion

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

\$1,725.00

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

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

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

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

**Newport-Mesa Unified School District
2985 Bear Street - Building A
Costa Mesa, CA 92626**

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

By: _____ Date: _____
**Title: Lance Bidnick, Director of Maintenance
and Operations**

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

EXHIBIT A

Event Information

Event Name:	NMUSD Open House/Promotion	Contract No:	R-090-24
Contact Person:	Yvette Miranda	Phone:	(714) 424-7930
Event Date:	05/29/2024 & 06/07/2024	Hours:	May 29: 4:00 PM - 8:00 PM June 7: 9:00 AM - 11:00 AM

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	06/07/2024 Estimate 340	340.00 EA	2.50 EA	850.00
Forklift	06/07/2024 Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,000.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Parking</u>				
Parking Attendant Lead	05/29/2024 03:00PM - 08:00PM	1.00 EA	33.00 HR	165.00
Parking Attendant	05/29/2024 03:00PM - 08:00PM	4.00 EA	28.00 HR	560.00
Total:				725.00

Summary

Estimated Equipment, Reimbursable Personnel and Services Total	\$1,725.00
Grand Total:	\$1,725.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$1,725.00
Total:		\$1,725.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT A

Event Information

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-091-24**

DATE **March 28, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 27 - April 12, 2024

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

See Exhibit A

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

SoCal-Rides Camping

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

\$1,648.00

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

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

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

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

**SoCal-Rides LLC
15011 Genoa Circle
Huntington Beach, CA 92647**

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

By _____ Date: _____
Title: **Chris Guadagno, Chief Executive Officer**

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

EXHIBIT A

Event Information				
Event Name:	SoCal-Rides Camping	Contract No:	R-091-24	
Contact Person:	Chris Guadagno	Phone:	(714) 403-3728	
Event Date:	03/27/2024 - 04/12/2024	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	5	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot G (Employee Bunkhouse/RV)	03/27/2024 - 04/12/2024 (16 Nights)	1.00 EA	45.00 EA/DAY	720.00
Total:				720.00

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

Move out must be completed by 11:59 AM Friday - April 12, 2024 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 6	6.00 EA	20.00 EA	120.00
Total:				190.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
Event Day				
Grounds Attendant	Estimate 6 Hours	6.00 HR	28.00 HR	168.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	TBD	TBD HR	70.00 HR	TBD
Total:				238.00

Summary

Facility Rental Total	\$720.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$428.00
Refundable Deposit	\$500.00

Grand Total: \$1,648.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,648.00
Total:		\$1,648.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

RESTROOMS

Renter agrees to provide their own restrooms for use by SoCal-Rides employees during rental period in the designated camping spaces.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-093-24**

DATE **April 4, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

June 5, 2024

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

See Exhibit A

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

California Connections Academy End of Year Festival

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

\$19,088.00

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

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

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

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

**California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675**

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

By: _____ Date: _____
Title: Richard Savage, Executive Director

By: _____ Date: _____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information			
Event Name:	California Connections Academy End of Year Festival	Contract No:	R-093-24
Contact Person:	Kimberley Benumof	Phone:	(949) 328-6460
Event Date:	06/05/2024	Hours:	10:00 AM - 2:00 PM
Admission Price:	No Charge (Private Event)		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Country Meadows	06/05/2024 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	06/05/2024 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	06/05/2024 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	06/05/2024 10:00 AM - 02:00 PM	Event	2,100.00
Huntington Beach Building (#12)	06/05/2024 10:00 AM - 02:00 PM	Event	3,750.00
Santa Ana Pavilion (Parade of Products)	06/05/2024 10:00 AM - 02:00 PM	Event	2,350.00
Total:			8,200.00

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

Move out must be completed by 11:59 PM Wednesday - June 5, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	06/05/2024	2.00	EA	150.00	EA/DAY	300.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 100	100.00	EA	2.50	EA	250.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	375.00	EVT	375.00
Forklift	Estimate 16 Hours	16.00	HR	75.00	HR	1,200.00
Hang Tag - 1 Day	Estimate 180	180.00	EA	6.00	EA	1,080.00
Picnic Table (Rectangular & Round)	Estimate 65	65.00	EA	15.00	EA	975.00
Portable Electronic Message Board	06/05/2024	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						4,955.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
Event Day						
Grounds Attendant Lead	06/05/2024 09:00AM - 03:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	06/05/2024 09:00AM - 03:00PM	1.00	EA	28.00	HR	168.00
Janitorial Attendant	06/05/2024 09:00AM - 03:00PM	4.00	EA	28.00	HR	672.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

Event Sales & Services

Event Coordinator	06/05/2024 09:00AM - 03:00PM	1.00	EA	54.50	HR	327.00
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Parking

Parking Attendant	Estimate 5 Hours	5.00	HR	28.00	HR	140.00
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Safety & Security

Security Attendant Lead	06/05/2024 09:00AM - 02:30PM	1.00	EA	33.00	HR	181.50
Security Attendant (Bag Check)	06/05/2024 09:00AM - 01:00PM	3.00	EA	28.00	HR	336.00
Security Attendant	06/05/2024 09:00AM - 02:30PM	2.00	EA	28.00	HR	308.00

Outside Services

Emergency Medical Services	06/05/2024 09:30AM - 02:30PM	2.00	EA	33.00	HR	330.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 4,433.00

Summary

Facility Rental Total	\$8,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,388.00
Refundable Deposit	\$1,500.00

Grand Total: \$19,088.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$9,544.00
Second Payment	05/06/2024	\$9,544.00

Total: \$19,088.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only OVG Hospitality, the OCFEC Master Concessionaire shall serve alcoholic beverages on OCFEC property.

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

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

OUTSIDE FOOD & BEVERAGE

OVG Hospitality agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage. Glass bottles brought on the grounds by attendees is strictly prohibited. OVG Hospitality will have concessions food and beverage services available for attendees.

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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



R_____

A_____

**AMENDMENT TO AIR|WATER '24
(APRIL 2024)**

DATE: March 29, 2024

RENTAL AGREEMENT: R-054-24

AMENDMENT #1

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	04/24/2024 07:00 AM - 10:00 PM	Move In	1,975.00
Monday			
The Hangar	04/29/2024 07:00 AM - 10:00 PM	Move Out	1,975.00
Tuesday			
Parking Lot J	04/30/2024 07:00 AM - 10:00 PM	Move Out	1,850.00
Total:			5,800.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Total:				224.00

Summary

Rental Agreement Facility Fee Total	\$101,250.00
Revised Amendment #1 Facility Fee Total	\$107,050.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$52,091.50
Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$52,315.50
Refundable Deposit	\$5,000.00
Grand Total:	\$164,365.50





Payment Schedule

Payment Schedule

First Payment
Second Payment
Third Payment
Fourth Payment

Due Date

PAID
PAID
PAID
Upon Signing

Amount

\$5,000.00
\$51,114.00
\$51,113.75
\$57,137.75

Payment Total: \$164,365.50

Luftgekühlt LLC
780 Lakeview Road Suite G
Thousand Oaks, CA 91361

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

By: _____ Date: _____
Title: Jeff Swoboda, Head of Commercial Marketing

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





R_____

A_____

**AMENDMENT TO BIG TOP CIRCUS
(APRIL 2024)**

DATE: March 14, 2024

RENTAL AGREEMENT: R-064-24

AMENDMENT #1

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

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot C	04/15/2024 07:00 AM - 05:00 PM	Move In	(1,100.00)
Tuesday			
Parking Lot C	04/16/2024 07:00 AM - 05:00 PM	Move In	(1,100.00)
Wednesday			
Parking Lot C	04/17/2024 07:00 AM - 05:00 PM	Move In	(1,100.00)
Thursday			
Parking Lot C	04/18/2024 03:30 PM - 09:00 PM	Event	(2,200.00)
Friday			
Parking Lot C	04/19/2024 03:30 PM - 09:00 PM	Event	(2,200.00)
Saturday			
Parking Lot C	04/20/2024 12:30 PM - 09:00 PM	Event	(2,200.00)
Sunday			
Parking Lot C	04/21/2024 12:00 PM - 08:30 PM	Event	(2,200.00)
Monday			
Parking Lot C	04/22/2024 07:00 AM - 11:59 PM	Move Out	(1,100.00)
		Total:	(13,200.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot A (South)	04/15/2024 07:00 AM - 05:00 PM	Move In	1,100.00
Tuesday			
Parking Lot A (South)	04/16/2024 07:00 AM - 05:00 PM	Move In	1,100.00



**Wednesday**

Parking Lot A (South)	04/17/2024 07:00 AM - 05:00 PM	Move In	1,100.00
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Thursday

Parking Lot A (South)	04/18/2024 03:30 PM - 09:00 PM	Event	2,200.00
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Friday

Parking Lot A (South)	04/19/2024 03:30 PM - 09:00 PM	Event	2,200.00
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Saturday

Parking Lot A (South)	04/20/2024 12:30 PM - 09:00 PM	Event	2,200.00
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Sunday

Parking Lot A (South)	04/21/2024 12:00 PM - 08:30 PM	Event	2,200.00
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Monday

Parking Lot A (South)	04/22/2024 07:00 AM - 11:59 PM	Move Out	1,100.00
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Total:	13,200.00
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Summary

Rental Agreement Facility Fee Total	\$13,200.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$22,943.00
Refundable Deposit	\$5,000.00

Grand Total:	\$41,143.00
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Payment Schedule**Payment Schedule**

	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$20,571.50
Second Payment	<i>Upon Signing</i>	\$20,571.50

Payment Total:	\$41,143.00
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**Stellar Entertainment Group, Inc dba
Garden Bros Nuclear Circus
2187 Siesta Drive
Sarasota, FL 34239**

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

By _____ Date: _____
Title: Kylee Shepperd, Operations Director

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





R_____

A_____

**AMENDMENT TO 2023 EXCELLENCE AWARDS
(APRIL 2024)**

DATE: March 28, 2024

RENTAL AGREEMENT: R-072-24

AMENDMENT #1

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

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Los Alamitos Building (#14)	04/17/2024 01:00 PM - 10:00 PM	Move In	(1,675.00)
½ Main Mall	04/17/2024 01:00 PM - 10:00 PM	Move In	(475.00)
South Lawn	04/17/2024 01:00 PM - 10:00 PM	Move In	(400.00)
Thursday			
Los Alamitos Building (#14)	04/18/2024 08:00 AM - 04:00 PM	Event	(3,350.00)
½ Main Mall	04/18/2024 08:00 AM - 04:00 PM	Event	(950.00)
South Lawn	04/18/2024 08:00 PM - 04:00 PM	Event	(800.00)
Los Alamitos Building (#14)	04/18/2024 04:00 PM - 11:59 PM	Move Out	Included
½ Main Mall	04/18/2024 04:00 PM - 11:59 PM	Move Out	Included
South Lawn	04/18/2024 04:00 PM - 11:59 PM	Move Out	Included
Total:			(7,650.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	04/17/2024 01:00 PM - 10:00 PM	Move In	2,375.00
½ Main Mall	04/17/2024 01:00 PM - 10:00 PM	Rental Drop Off	Included
Thursday			
Costa Mesa Building (#10)	04/18/2024 08:00 AM - 04:00 PM	Event	4,750.00
½ Main Mall	04/18/2024 08:00 AM - 04:00 PM	Event	950.00
Costa Mesa Building (#10)	04/18/2024 04:00 PM - 11:59 PM	Move Out	Included
½ Main Mall	04/18/2024 04:00 PM - 11:59 PM	Move Out	Included
Total:			8,075.00





Summary

Revised Rental Agreement Facility Fee Total	\$7,650.00
Revised Amendment #1 Facility Fee Total	\$8,075.00
Revised Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$8,667.00
Revised Rental Agreement Parking Buyout (<i>Based upon 950 vehicles at \$12.00 per vehicle</i>)	\$11,400.00
Refundable Deposit	\$1,500.00
Grand Total:	\$29,642.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$29,217.00
Second Payment	<i>Upon Signing</i>	\$425.00
Payment Total:		\$29,642.00

Greystar
620 Newport Center Drive, 15th Floor
Newport Beach, CA 92660

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

By _____ Date: _____
Title: Tracy Brunetti, Senior Managing Director

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

