

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

1 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-004-24	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	06/19/24-06/20/24	\$20,387.25
R-016-24	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	08/28/24-09/02/24	\$64,231.50
R-084-24	City of Costa Mesa	City of Costa Mesa 4th of July Celebration	Festival (FST)	Parking Lot A (South)	07/02/24-07/04/24	Payment - \$22,631.00 In-Kind Trade - \$31,200.00
R-107-24	SoCal-Rides LLC	SoCal-Rides Camping June	Camping (RAL)	Campground	06/04/24-06/11/24	\$1,949.00
RA-EQC054-24	Victory Horse Shows LLC	Victory at the Fair	Horse Show	Equestrian Center Arena	06/14/24-06/16/24	\$14,866.00
RA-EQC055-24	Kelly Babbs	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	06/15/24-12/31/24	\$5,572.00
RA-EQC057-24	Alexis Booher	Equestrian Center Facility Boarding	Horse Boarding & Care	2 Double Box Stalls 2 Tack Rooms	06/15/24-12/31/24	\$23,418.00
RA-EQC058-24	OneWorldOutReach, Inc.	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room	06/15/24-12/31/24	\$8,429.00
RA-EQC059-24	Susan Burnside	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Tack Room 1 Horse Trailer Parking 1 Storage (M)	06/15/24-12/31/24	\$4,299.00
RA-EQC060-24	Marc Butman	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room	06/15/24-12/31/24	\$8,429.00
RA-EQC064-24	Garrye DeOlden	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Double Box Stall	06/15/24-12/31/24	\$8,852.00
RA-EQC065-24	Shannon Ely McGregor	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Locker (Big)	06/15/24-12/31/24	\$349.00
RA-EQC066-24	Kari Friedman	Equestrian Center Facility Boarding	Horse Boarding & Care	3 Box Stalls 1 Tack Room	06/15/24-12/31/24	\$19,573.00
RA-EQC069-24	Debbie Grani	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room	06/15/24-12/31/24	\$8,429.00
RA-EQC072-24	Brandee Hall	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 2 Lockers	06/15/24-12/31/24	\$5,848.00
RA-EQC074-24	Melina Hann	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Locker	06/15/24-12/31/24	\$138.00
RA-EQC075-24	Caston Herrick	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Double Box Stall 1 Tack Room	06/15/24-12/31/24	\$14,430.00
RA-EQC078-24	Lilac Hill Farm, LLC	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Double Box Stall 1 Tack Room	06/15/24-12/31/24	\$10,114.00
RA-EQC081-24	Michel Nickin	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	06/15/24-12/31/24	\$5,572.00
RA-EQC082-24	Harliana Otto	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Locker	06/15/24-12/31/24	\$5,710.00
RA-EQC083-24	Donna Patterson	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	06/15/24-12/31/24	\$5,572.00

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NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
RA-EQC084-24	Andiamo's Equestrian	Equestrian Center Facility Boarding	Horse Boarding & Care	8 Box Stalls 3 Tack Rooms 3 Horse Trailer Parking 1 Locker 1 Facility Use Fee	06/15/24-12/31/24	\$59,191.00
RA-EQC086-24	Life O'Riley Riding	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room	06/15/24-12/31/24	\$8,429.00
RA-EQC088-24	Joanna Schielein	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Horse Trailer Parking	06/15/24-12/31/24	\$6,674.00
RA-EQC092-24	Ann Stansbarger	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Double Box Stall	06/15/24-12/31/24	\$8,852.00
RA-EQC096-24	Clark Taylor	Equestrian Center Facility Boarding	Horse Boarding & Care	2 Box Stalls 1 Horse Trailer Parking	06/15/24-12/31/24	\$12,246.00
RA-EQC100-24	Robyn and Maxwell Wittenberg	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Horse Trailer Parking	06/15/24-12/31/24	\$1,102.00
24 OC VA-01	Orange County Scroll Saw Association	Fair	Saw Demonstrations / Woodworking Activities	Los Alamintos Building	07/15/24-08/18/24	\$0.00
24 OC VA-02	Orange County Woodworkers Association	Fair	Woodworking Demonstrations	Los Alamintos Building	07/15/24-08/18/24	\$0.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-098-24 (Amend. #1)	Kastl Amusements	Kastl Camping - JUNE <i>Amended: added additional day plus one additional camping unit</i>	Camping (RAL)	Campground	05/27/24-06/11/24	\$5,270.00

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-004-24**

DATE **May 21, 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 **SOCA Fights** 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 19 - 20, 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:

Fight Club OC

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

\$20,387.25

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" and "F" 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.

SOCA Fights
P.O. Box 10205
Newport Beach, CA 92658

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

By: _____ Date: _____
Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-004-24	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	06/20/2024	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
		Doors:	6:00 PM	
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:00 PM - 10:00 PM	
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			
The Hangar	06/19/2024 06:00 AM - 11:59 PM	Move In	575.00
Thursday			
The Hangar	06/20/2024 05:30 PM - 10:00 PM	Event	2,750.00
Total:			3,325.00

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

Move out must be completed by 11:59 PM Thursday - June 20, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	06/20/2024	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
EVOLV - Weapon Detection System	06/20/2024	1.00	EA	800.00	EA/DAY	800.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	06/14/2024 - 06/20/2024	1.00	WK	Included		Included
Portable Electronic Message Board	06/20/2024	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	06/20/2024	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						7,880.00

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 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	06/20/2024 05:30PM - 10:00PM	1.00	EA	33.00	HR	148.50
Grounds Attendant	06/20/2024 05:30PM - 10:00PM	2.00	EA	28.00	HR	252.00
Janitorial Attendant	06/20/2024 05:30PM - 10:00PM	2.00	EA	28.00	HR	252.00
Electrician	06/20/2024 05:30PM - 10:00PM	1.00	EA	70.00	HR	315.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	28.00	HR	392.00
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	06/20/2024 05:30PM - 10:00PM	1.00	EA	54.50	HR	245.25

Parking

Parking Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00

Safety & Security

Security Attendant Lead	06/20/2024 06:15PM - 10:45PM	1.00	EA	33.00	HR	148.50
Security Attendant	06/20/2024 04:30PM - 09:00PM	2.00	EA	28.00	HR	252.00
Security Attendant	06/20/2024 06:15PM - 10:45PM	5.00	EA	28.00	HR	630.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	54.50	HR	54.50

Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	4,200.00	EVT	4,200.00
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	225.00	EVT	225.00

Total: 8,682.25

Summary

Facility Rental Total	\$3,325.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,562.25
Refundable Deposit	\$500.00

Grand Total: \$20,387.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,193.75
Second Payment	06/12/2024	\$10,193.50

Total: \$20,387.25

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.

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.

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2024 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

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.

CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$5.00 per name.**

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-016-24**

REVIEWED _____

DATE **June 4, 2024**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 28 - September 2, 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:

Gem Faire

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

\$64,231.50

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" and "F" 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.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By:_____Date:_____
Title: Allen Van Volkinburgh, Manager

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

EXHIBIT A

Event Information			
Event Name:	Gem Faire	Contract No:	R-016-24
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Date:	08/30/2024 - 09/01/2024	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	4,500

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)	08/28/2024 08:00 AM - 08:00 PM	Move In	2,375.00
¼ Main Mall	08/28/2024 08:00 AM - 08:00 PM	Move In	237.50
Santa Ana Pavilion (Parade of Products)	08/28/2024 08:00 AM - 08:00 PM	Move In	1,175.00
Thursday			
Costa Mesa Building (#10)	08/29/2024 08:00 AM - 08:00 PM	Move In	2,375.00
¼ Main Mall	08/29/2024 08:00 AM - 08:00 PM	Move In	237.50
Santa Ana Pavilion (Parade of Products)	08/29/2024 08:00 AM - 08:00 PM	Move In	1,175.00
Friday			
Costa Mesa Building (#10)	08/30/2024 10:00 AM - 06:00 PM	Event	4,750.00
¼ Main Mall	08/30/2024 10:00 AM - 06:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	08/30/2024 10:00 AM - 06:00 PM	Event	2,350.00
Saturday			
Costa Mesa Building (#10)	08/31/2024 10:00 AM - 06:00 PM	Event	4,750.00
¼ Main Mall	08/31/2024 10:00 AM - 06:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	08/31/2024 10:00 AM - 06:00 PM	Event	2,350.00
Sunday			
Costa Mesa Building (#10)	09/01/2024 10:00 AM - 05:00 PM	Event	4,750.00
¼ Main Mall	09/01/2024 10:00 AM - 05:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	09/01/2024 10:00 AM - 05:00 PM	Event	2,350.00
Monday			
Costa Mesa Building (#10)	09/02/2024 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	09/02/2024 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	09/02/2024 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 30,300.00

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Monday - September 2, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 10	10.00	EA	70.00	EA	700.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 33	33.00	EA	20.00	EA	660.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00	EA	1,210.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,375.00	EVT	3,375.00

EXHIBIT A

Event Information						
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	08/05/2024 - 09/01/2024	4.00	WK	Included		Included
Portable Electronic Message Board	08/30/2024 - 09/01/2024	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/30/2024 - 09/01/2024	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						10,235.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 11 Hours	11.00	HR	70.00	HR	770.00
Event Day						
Grounds Attendant Lead	08/30/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	08/30/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	08/30/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Grounds Attendant Lead	08/31/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	08/31/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	08/31/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Grounds Attendant Lead	09/01/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	09/01/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	09/01/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	28.00	HR	420.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Electrician	Estimate 10 Hours	10.00	HR	70.00	HR	700.00
<u>Event Sales & Services</u>						
Event Coordinator	08/30/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	08/31/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	09/01/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	33.00	HR	297.00
Parking Attendant	Estimate 18 Hours	18.00	HR	28.00	HR	504.00
<u>Safety & Security</u>						
Security Attendant	08/29/2024 09:45AM - 06:00PM	4.00	EA	28.00	HR	924.00
Security Attendant - Overnight	08/29/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	08/30/2024 09:00AM - 06:30PM	1.00	EA	33.00	HR	313.50
Security Attendant - Daytime	08/30/2024 07:00AM - 12:00PM	2.00	EA	28.00	HR	280.00

EXHIBIT A

Event Information						
Security Attendant - Daytime	08/30/2024 09:00AM - 06:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant - Daytime	08/30/2024 10:00AM - 06:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Overnight	08/30/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	08/31/2024 09:00AM - 06:30PM	1.00	EA	33.00	HR	313.50
Security Attendant - Daytime	08/31/2024 07:00AM - 12:00PM	1.00	EA	28.00	HR	140.00
Security Attendant - Daytime	08/31/2024 09:00AM - 06:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant - Daytime	08/31/2024 10:00AM - 06:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Overnight	08/31/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	09/01/2024 09:00AM - 05:30PM	1.00	EA	33.00	HR	280.50
Security Attendant - Daytime	09/01/2024 07:00AM - 12:00PM	1.00	EA	28.00	HR	140.00
Security Attendant - Daytime	09/01/2024 09:00AM - 05:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Daytime	09/01/2024 10:00AM - 05:30PM	4.00	EA	28.00	HR	840.00
Security Attendant	09/01/2024 04:00PM - 09:00PM	4.00	EA	28.00	HR	560.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	08/30/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	08/31/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	09/01/2024 09:30AM - 05:30PM	2.00	EA	33.00	HR	528.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,350.00	EVT	1,350.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	TBD	HR	263.00	HR	TBD
					Total:	22,896.50
Summary						
Facility Rental Total						\$30,300.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$33,131.50
Refundable Deposit						\$800.00
					Grand Total:	\$64,231.50
Payment Schedule						
<u>Payment Schedule</u>			<u>Due Date</u>		<u>Amount</u>	
First Payment			06/28/2024		\$32,115.75	
Second Payment			07/29/2024		\$32,115.75	
					Total:	\$64,231.50

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.

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

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, Gem Faire, Inc. must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-084-24**

DATE **June 13, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **City of Costa Mesa** 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

July 2 - 4, 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:

City of Costa Mesa 4th of July Celebration

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

Payment - \$22,631.00

In-Kind Trade - \$31,200.00

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" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: Lori Ann Farrell Harrison, City Manager

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

EXHIBIT A

Event Information			
Event Name:	City of Costa Mesa 4th of July Celebration	Contract No:	R-084-24
Contact Person:	Monique Villasenor	Phone:	(714) 651-4081
Event Date:	07/03/2024	Hours:	4:00 PM - 11:00 PM

Admission Price:	Free		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	5,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Parking Lot A (South)	07/02/2024 08:00 AM - 05:00 PM	Move In	1,100.00
Wednesday			
Parking Lot A (South)	07/03/2024 04:00 PM - 11:00 PM	Event	2,200.00
Thursday			
Parking Lot A (South)	07/04/2024 07:00 AM - 12:00 PM	Move Out	No Charge
Total:			3,300.00

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

Move out must be completed by 12:00 PM Thursday - July 4, 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 (Metal)	TBD	TBD	EA	15.00	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 16	16.00	EA	20.00	EA	320.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	600.00	EVT	600.00
EVOLV - Weapon Detection System	07/03/2024	1.00	EA	800.00	EA/DAY	800.00
Forklift	Estimate 16 Hours	16.00	HR	75.00	HR	1,200.00
Marquee Board	06/27/2024 - 07/03/2024	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 45	45.00	EA	15.00	EA	675.00
Portable Electronic Message Board	07/03/2024	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						3,895.00

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 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
Event Day						
Grounds Attendant Lead	07/03/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Grounds Attendant	07/03/2024 03:00PM - 12:00AM	3.00	EA	28.00	HR	756.00
Janitorial Attendant	07/03/2024 03:00PM - 12:00AM	4.00	EA	28.00	HR	1,008.00
Electrician	07/03/2024 03:00PM - 12:00AM	1.00	EA	70.00	HR	630.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant	Estimate 16 Hours	16.00	HR	42.00	HR*	672.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	42.00	HR*	336.00
Electrician	TBD	TBD	HR	105.00	HR*	TBD

Event Sales & Services

Event Coordinator	07/03/2024 03:00PM - 12:00AM	1.00	EA	54.50	HR	490.50

Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Parking Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00

Safety & Security

Security Attendant Lead	07/03/2024 03:00PM - 11:30PM	1.00	EA	33.00	HR	280.50
Security Attendant**	07/03/2024 03:00PM - 11:30PM	9.00	EA	28.00	HR	2,142.00
Security Attendant - EVOLV	07/03/2024 03:00PM - 11:30PM	7.00	EA	28.00	HR	1,666.00

**Security staffing subject to change based on operational needs.

Outside Services

Emergency Medical Services	07/03/2024 03:30PM - 11:30PM	2.00	EA	33.00	HR	528.00
Sound Engineer	07/03/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	10.00	HR	263.00	HR	2,630.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00

*State Holiday Rates

Total: 14,436.00

Summary

OCFEC In-Kind Trade

Parking Buyout (Based upon 2,600 vehicles at \$12.00 per vehicle)	\$31,200.00

In-Kind Trade Grand Total: \$31,200.00

It has been mutually agreed that the City of Costa Mesa will provide trade to OCFEC as follows. Costa Mesa Police Department will provide additional staffing/support to OCFEC during the 2024 OC Fair. The cost of this service shall equal \$31,200.00.

City of Costa Mesa

Facility Rental Total	\$3,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,331.00
Refundable Deposit	\$1,000.00

City of Costa Mesa Grand Total: \$22,631.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$22,631.00
Total:		\$22,631.00

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.

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

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.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Master Concessionaire shall only serve alcoholic beverages on OCFEC property.

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

FIREWORKS

The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during City of Costa Mesa 4th of July Celebration. The City of Costa Mesa will be responsible for applying for and obtaining permits. All related expenses will be paid for by the City of Costa Mesa.

Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by OCFEC. Permits must be submitted to OCFEC as a condition of final approval. OCFEC may decide in its sole and absolute discretion to refuse to permit the use of fireworks at the event.

EXHIBIT A

Event Information

FUTURE PARKING BUYOUT TERMS

A physical count of attendee vehicles parked in OCFEC parking lots will be conducted at the 2024 City of Costa Mesa 4th of July Celebration, and the same number will accordingly become the basis for parking buyout terms in the 2025 City of Costa Mesa 4th of July Celebration rental agreement.

GLASS

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

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.

PEPSI BEVERAGES

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

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 restrooms to be used by patrons and exhibitors attending the event. OCFEC restrooms will not be provided. It is the responsibility of the Renter to clean and maintain restrooms during the event.

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 City of Costa Mesa must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-107-24**

DATE **May 30, 2024**

REVIEWED _____

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 **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

June 4 - 11, 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 June

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

\$1,949.00

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" and "F" 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: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	SoCal-Rides Camping June	Contract No:	R-107-24	
Contact Person:	Chris Guadagno	Phone:	(714) 403-3728	
Event Date:	06/04/2024 - 06/11/2024	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	15	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	06/04/2024 - 06/11/2024 (7 Nights)	3.00 EA	45.00 EA/DAY	945.00
Total:				945.00

Hosting of this event in the above specified space, Campground, 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 Tuesday - June 11, 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 7	7.00 EA	20.00 EA	140.00
Total:				210.00

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>				
<u>Set Up</u>				
Electrician	Estimate 1	1.00 HR	70.00 HR	70.00
<u>Event Day</u>				
Grounds Attendant	06/04/2024 - 06/11/2024 Estimate 1 Hour Per Day	1.00 HR	28.00 HR	224.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
<u>Clean Up</u>				
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:				294.00

Summary			
Facility Rental Total			\$945.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$504.00
Refundable Deposit			\$500.00

Grand Total: \$1,949.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,949.00
Total:		\$1,949.00

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

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 LLC employees during rental period in the OCFEC Campground. Restrooms must be maintained in a fully hygienic manner at all times throughout the entire occupancy period, and are subject to regular inspection by OCFEC Facilities staff. Failure of SoCal-Rides LLC personnel to adhere to strict cleanliness standards while on OCFEC property will be cause for immediate termination of this contract

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.

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.

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

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

By _____ Date: _____
Title: Kay Kastl, Owner

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

EXHIBIT A

Event Information			
Event Name:	Kastl Camping	Contract No:	R-098-24 REVISED
Contact Person:	Kay Kastl	Phone:	(951) 757-6607
Event Date:	05/27/2024 - 06/11/2024	Hours:	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	30

Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Campground (Employee Bunkhouse/RV)	05/27/2024 - 06/11/2024 (15 Nights)	6.00	EA	45.00	EA/DAY	4,050.00
Total:						4,050.00

Hosting of this event in the above specified space, Campground, 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 Tuesday - June 11, 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	TBD	TBD	EA	70.00	EA	TBD
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Total:						300.00

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						
Electrician	TBD	TBD	HR	70.00	HR	TBD
Event Day						
Grounds Attendant	05/28/2024 - 06/11/2024 Estimate 1 Hour Per Day	1.00	HR	28.00	HR	420.00
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:						420.00

Summary			
Facility Rental Total			\$4,050.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$720.00
Refundable Deposit			\$500.00
Grand Total:			\$5,270.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$5,270.00
Total:		\$5,270.00

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.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

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>

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 Kastl employees during rental period in the OCFEC Campground. Restrooms must be maintained in a fully hygienic manner at all times throughout the entire occupancy period, and are subject to regular inspection by OCFEC Facilities staff. Failure of Kastl personnel to adhere to strict cleanliness standards while on OCFEC property will be cause for immediate termination of this contract

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, Kastl Amusements must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. RA-EQC054-24

REVIEWED TD

DATE **05/14/2024**

FAIRTIME

APPROVED EY

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 **Victory Horse Shows 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

June 14 - 16, 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:

Victory At The Fair

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

Total Estimate Amount: \$14,866.00 (See 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" and "X" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Victory Horse Shows LLC
19451 Perch Circle
Huntington Beach, CA 92646
(714) 401-9510

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

By: _____ Date: _____
Title: **Claudia Berglund, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

16. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

21. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade, Centennial Farm, Equestrian Center, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT A

Event Information				
Event Name:	Victory At The Fair	Contract No:	RA-EQC054-24	
Contact Person:	Claudia Berglund	Phone:	(714) 401-9510	
Event Date:	06/15/2024 - 06/16/2024	Hours:	Saturday & Sunday: 8:00 AM - 4:00 PM	
Admission Price:	Free	Projected Attendance:	80	
Vehicle Parking Fee:	\$12.00 General Parking	Projected Number of Horses:	50	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Arena #2 (Orange)	06/14/2024 10:00 AM - 04:00 PM	Move In	Included
Arena #3 (Warm Up)	06/14/2024 10:00 AM - 04:00 PM	Move In	Included
Arena #4 (Arlington)	06/14/2024 10:00 AM - 04:00 PM	Move In	Included
Show Office (Tack Room)	06/14/2024 10:00 AM - 04:00 PM	Move In	Included
Saturday			
Arena #2 (Orange)	06/15/2024 08:00 AM - 04:00 PM	Event	700.00
Arena #3 (Warm Up)	06/15/2024 08:00 AM - 04:00 PM	Event	Included
Arena #4 (Arlington)	06/15/2024 08:00 AM - 04:00 PM	Event	700.00
Show Office (Tack Room)	06/15/2024 08:00 AM - 04:00 PM	Event	Included
Sunday			
Arena #2 (Orange)	06/16/2024 08:00 AM - 04:00 PM	Event	700.00
Arena #3 (Warm Up)	06/16/2024 08:00 AM - 04:00 PM	Event	Included
Arena #4 (Arlington)	06/16/2024 08:00 AM - 04:00 PM	Event	700.00
Show Office (Tack Room)	06/16/2024 08:00 AM - 04:00 PM	Event	Included

Total: 2,800.00

Move out must be completed by 7:00 PM Sunday - June 16, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Box Stalls (12' x 12')	06/15/2024 - 06/16/2024	30.00	EA	100.00	EA/DAY	6,000.00
Tack Room (12' x 12')	06/15/2024 - 06/16/2024	10.00	EA	50.00	EA	500.00
Dumpster (Manure)	Estimate 12 (6 per day)	12.00	EA	20.00	EA	Included
Dumpster (Trash)	TBD	TBD	EA	20.00	EA	TBD
Electical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Forklift	TBD	TBD	HR	75.00	HR	TBD
Hang Tag - 2 day	TBD	TBD	EA	12.00	EA	TBD
Portable Public Address System	Estimate 1	1.00	EA	Included		Included
Shavings	TBD	TBD	EA	12.00	EA	TBD
Timothy Hay	TBD	TBD	EA	TBD	EA	TBD
Alfalfa Hay	TBD	TBD	EA	TBD	EA	TBD

Total: 6,500.00

Reimbursable Personnel and Services Fees							
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>	
<u>Equestrian Center</u>							
Event Coordinator	06/15/2024 07:00AM - 05:00PM	1.00	EA	54.50	HR	545.00	
Event Coordinator	06/16/2024 07:00AM - 05:00PM	1.00	EA	54.50	HR	545.00	

EXHIBIT A

Event Information

Event Operations

Set Up

Grounds Attendant	TBD	TBD	HR	TBD	HR	TBD
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	TBD	TBD	HR	70.00	HR	TBD

Event Day

Grounds Attendant	TBD	TBD	EA	28.00	HR	TBD
Janitorial Attendant	06/15/2024 07:00AM - 05:00PM	2.00	EA	28.00	HR	560.00
Grounds Attendant	TBD	TBD	EA	28.00	HR	TBD
Janitorial Attendant	06/16/2024 07:00AM - 05:00PM	2.00	EA	28.00	HR	560.00

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

Parking

Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00

Safety & Security

Security Attendant	06/15/2024 07:00AM - 04:30PM	3.00	EA	28.00	HR	798.00
Security Attendant	06/16/2024 07:00AM - 04:30PM	3.00	EA	28.00	HR	798.00

Outside Services

Emergency Medical Services	TBD	TBD	EA	33.00	HR	TBD
Trash Collection & Sweeping Services	TBD	1.00	EA	400.00	EVT	400.00

Total: 4,766.00

Summary

Facility Rental Total	\$2,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,266.00
Refundable Deposit	\$800.00

Grand Total: \$14,866.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Deposit Payment - <i>Due upon signing contract</i>	5/15/2024	\$800.00
First Payment	6/14/2024	\$3,783.00
Second Payment	6/15/2024	\$3,783.00
Third Payment (Stalls and Tack Rooms) - <i>Due before departure</i>	6/16/2024	\$6,500.00

Total: \$14,866.00

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"

DATE(S) OF EVENT: June 14, 2024 and ending June 16, 2024

EVENT NAME: Victory at the Fair

LOCATION(S):

32nd District Agricultural Association dba OC Fair & Event Center (OCFEC) – Equestrian Center
– 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

A. GENERAL POLICIES AND PROCEDURES

- 1) Renter contracts with OCFEC, and OCFEC agrees to provide services and facilities to Renter for the purpose of a Horse Show at OCFEC's current rates and charges. OCFEC's current rates and charges are set forth in the Schedule of Fees (Exhibit A) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its current rates and charges on 30-day notice. Renter agrees to pay all charges for services and other goods and livestock services at OCFEC's then current rate. This agreement may be terminated by either party on 30 day written notice prior to move in, subject to the provisions of #8 and #9 of Rental Agreement.
- 2) A deposit is required when booking your date, with the full amount due by event date. If Renter cancels event with less than 15 day written notice prior to move in, a **\$250** (two-hundred and fifty dollar) administration fee will be taken out of your deposit. Renter shall assure that the Premises upon Renter move-out is left in the same condition in which Renter took possession. The refundable deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than 30 (thirty) days after event or cancelation.
- 3) Buildings/Grounds will be available for use only on the dates listed on the Rental Agreement. Facility rental rates include set up and clean up time. Set up day will be established as the day prior to the first event day. Set up hours are from 12:00 p.m. to 5:00 p.m. Clean-up will be established as the conclusion of the event on the final day. Clean-up times are established as 4:00 p.m. to 7:00 p.m. Additional use of the facilities prior to or after the approved dates and times must be made in writing and are subject to the approval of Management. Additional rental charges will be incurred for use beyond agreed upon contracted facilities and/or services.
- 4) Renter, or their designated representative, must be available on the grounds and remain on the grounds during the entire event activities, including set up/load in and tear down/load out times.
- 5) Food and Beverage Concessions: OCFEC will retain exclusive rights to all food and beverage concessions. Arrangements for all food and beverage services must be made through the master concessionaire on site, Oak View Group. Contact Juan Quintero, General Manager of Food & Beverage, juan.quintero@oakviewgroup.com.
- 6) OCFEC will not be responsible for lost, stolen or damaged property in and around the Fairgrounds, including, but not limited to the arenas, show office, open spaces and parking areas.
- 7) The Renter is responsible for payment of all damages that occur. OCFEC will determine cost of repairs, replacements or any additional cleaning fees at the rate stipulated in your contract.

- 8) Renter is strictly prohibited from subleasing, assigning or apportioning the whole or any part of their rental agreement with OCFEC, State of California, to a third party. Any Renter engaging in such actions shall be subject to contract cancellation. Furthermore, it is expressly understood, at no time, will a third party be allowed to gain profit through gate admissions to a Renter's event. If additional parties are involved or required in producing an event, per Management's discretion, OCFEC could require a rental agreement between all parties in the production of the event to ensure that proper documentation and all State requirements are adhered to.
- 9) General garbage removal is included in the rental fee covered under this agreement. Any additional or excessive garbage including, but not limited to, green waste and recyclable material of any kind will incur additional costs.
- 10) Renter does not receive keys to any buildings or gates, and does not have access to the grounds on dates or times not listed in the contract.
- 11) Supervision of minors is required at all times. Renter shall be held responsible for any and all actions and/or damages caused by minors present on the Fairgrounds in connection with your event. Repeated requests for supervision of minors may result in the minors and their adult chaperones being asked to leave the Fairgrounds during the event. OCFEC staff on duty shall not be responsible for childcare.
- 12) Renter is responsible for all clean up and damages and must leave the facilities in the same condition as received.
- 13) If Renter discovers any pre-existing damage to the facility, materials and/or equipment received in the set up for your event, you must report it to the Event Coordinator immediately prior to your event starting or you will be charged for the damage.
- 14) No doors or emergency exits may be blocked.
- 15) All electrical cords must be UL 2438 or "W" rated. Electrical cords must be safely secured prior to the event opening. All decorations must be flame retardant.
- 16) No nails, tacks, staples, adhesive or masking tape may be used on the walls, tables, chairs or any other areas. The only exception is the securing of electrical cords to the flooring or ground. Adhesive tape may be used for this purpose only.
- 17) All trash must be placed into the appropriate trash receptacles provided or stacked in an area previously designated by the Event Coordinator. Areas outside arenas, box stalls and parking lot is included in this responsibility.
- 18) OCFEC will not accept deliveries on behalf of the Renter. No shipments for your event should be scheduled to arrive on the Fairgrounds prior to the first day of occupancy.
- 19) Renter must remove all decorations and supplies from the facility. Storage is not available and OCFEC will not be responsible for items not removed from the grounds after event.
- 20) Renter must use the following official name(s) of the event location in all media and promotional materials: "OC Fair & Event Center ". This is the only name that is allowed to be used in any media and promotional advertising. OCFEC has the right to review and, if necessary, change any promotional and advertising material.
- 21) Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

B. 1. EQUESTRIAN CENTER GENERAL POLICIES AND PROCEDURES

Boarding of horse(s) and use of OCFEC facilities and livestock services for Horse Shows shall be subject to these General Policies and Procedures in addition to the other terms and conditions herein. OCFEC may, at its discretion, change these General Policies and Procedures from time to

time, and Renter agrees to be bound by and observe the General Policies and Procedures as they may, from time to time, be published by OCFEC.

- a) OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider(s). OCFEC reserves the right to refuse admittance of Renter's affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the premises if their conduct does not conform to these General Policies and Procedures and good social behavior. Disregard or violation of these General Policies and Procedures may, at OCFEC's discretion, result in the immediate expulsion of the Renter's affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters OCFEC property, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horses. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC property.
- b) All Renter's affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of the language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or Renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Policies and Procedures, may result, at OCFEC's discretion, in immediate removal from the property.

B. 2. Equestrian Center Facility Use Policies

Renter shall comply at all times with the following facility use policies:

- a) Smoking and vaping are prohibited at the Equestrian Center and all OCFEC property. No exceptions.
- b) The speed limit on the Fairgrounds is 3 mph. All vehicles driving on the Fairgrounds must be aware of and respect all others on OCFEC property.
- c) Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap at all times when riding horses. No jumping at any time without protective headgear, shoes with heels and full tack.
- d) No climbing, sitting or standing on or near arena rails.
- e) Barn aisles must be kept neat and clear at all times.
- f) Trotting or running horses is not permitted outside of an arena.
- g) For safety, no riding double.
- h) No glass containers allowed on Fairgrounds.
- i) All manure, debris or trash dropped while grooming, washing or walking horse(s) around barn areas must be picked up immediately. Any mane pullings should be cleaned up and disposed of in the designated waste bins.

- j) For everyone's safety, horses should not be ridden with just a halter. Please use a headstall with proper control devices.
- k) Horses are not allowed to be loose, nor are they allowed to roam freely.
- l) Dogs are not allowed on property.

B. 3. Horse Health

- a) OCFEC is dedicated to the health, welfare and safety of all equine and human exhibitors. Renter is responsible for ensuring that all event horses are healthy, providing required documentation including but not limited to vaccination records, declarations of health, or any additional health documents.
- b) Renter is responsible for collecting participant liability waivers from all Horse Show participants. Liability waivers will be emailed to Renter, blank copies will also be available in the Equestrian Center office. Signed Release and Waiver of Liability Agreements MUST be submitted to the Equestrian Center office prior to any activity taking place.
- c) Non-showing horses will not be allowed on the Fairgrounds; all horses must be entered in the show prior to arrival.
- d) No trailer ins. All horses entered in show must be assigned to a stall.
- e) Refer to the California Department of Food & Agriculture's "Biosecurity" document which provides general information on keeping horses healthy at equine events: https://www.cdfa.ca.gov/ahfss/animal_health/pdfs/I.pdf

B. 4. Parking

- a) Entry and exit will be through Gate 8 (off Arlington Drive).
- b) OCFEC reserves the right to charge for guest parking. Established year-round event general parking is \$12 (twelve dollars) per vehicle. Oversized vehicles (e.g., RV's, busses and trailers are \$24 (twenty-four dollars). Parking fees are non-refundable and only valid for the date purchased. To inquire about an event parking buyout, please contact Equestrian Center staff.
- c) All event participants, vendors, promoters and service providers must park in the main parking lot or any other designated parking area, and must enter the facility through the designated event entrance. Vehicles parked in an area that is not permitted shall be at risk of being towed at the owner's expense.
- d) Participants have access to the Fairgrounds prior to or after the event to load/unload (unless otherwise stated). Loading/unloading is limited to 15 minutes and emergency flashers must remain on while loading or unloading. Vehicles must not block any doors, gates or aiseways. Vehicles not in compliance may be towed at owner's expense.
- e) NO overnight parking allowed without the expressed written consent of OCFEC.
- f) All vehicles driving on the Fairgrounds must be aware of and respect all others using the facility.
- g) Depending on event attendance, OCFEC reserves the right to require that Renter provide OCFEC parking and traffic control personnel as part of their contract for the duration of any contract at the expense of the Renter. In such cases, OCFEC will manage traffic and parking on grounds.

B. 5. RV/Trailer Parking

- a) Due to a limited number of RV/Trailer parking spots on OCFEC property, users may not park their RV/trailers on the property unless parking is assigned to them. Charges will be assessed for any RV/trailer parked on OCFEC property. OCFEC does not accept liability

for any theft or damage to RV or trailers. Inquiries for RV/Trailer parking must go through the OCFEC's Safety & Security Department, 714-708-1588 or dps@ocfair.com.

B. 6. Arena Policies

- a) Participants must follow all posted arena policies. No lunging or lunge line lessons in the show and/or main arenas.
- b) When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- c) Arena is to be returned to its original position as soon as Renter is finished. Any dislocated pole or standard shall be replaced immediately.
- d) Only arenas and/or pens contracted for Horse Shows will be accessible to event participants (see map at end of Exhibit A for designated horse show access areas). Please note that other arenas (not contracted for Horse Shows) are for the exclusive use and access of OCFEC tenants, and are therefore off-limits during Horse Shows. Signs will be posted at entrances to arenas or pens that are exclusively for the sole use of OCFEC tenants.

B. 7. Show Office/Tack Rooms Space Policies

- a) No space heaters allowed in any show office/tack room space.
- b) No overnight stays allowed in show office/tack room.
- c) No modifications of any kind are allowed in show office/tack room.
- d) Renters are responsible for their own equipment and the general order of tack room/office space rented.
- e) Do not stack items in and around the aisle ways.
- f) Trash must be placed in designated waste bins with all trash removed upon completion of event.
- g) Renters with show office/tack room must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). OCFEC will remove fire hazards at their discretion.
- h) Renter may place locks on show office/tack room space rented. Locks must be removed upon load-out. In case of emergencies, locks may be removed by OCFEC staff.

B. 8. Wash Racks

- a) Wash racks are provided as a courtesy to Renters on an "as available, first come, first served" basis. Users shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting. Clean up of area is required after use.

B. 9. Horse Shoeing

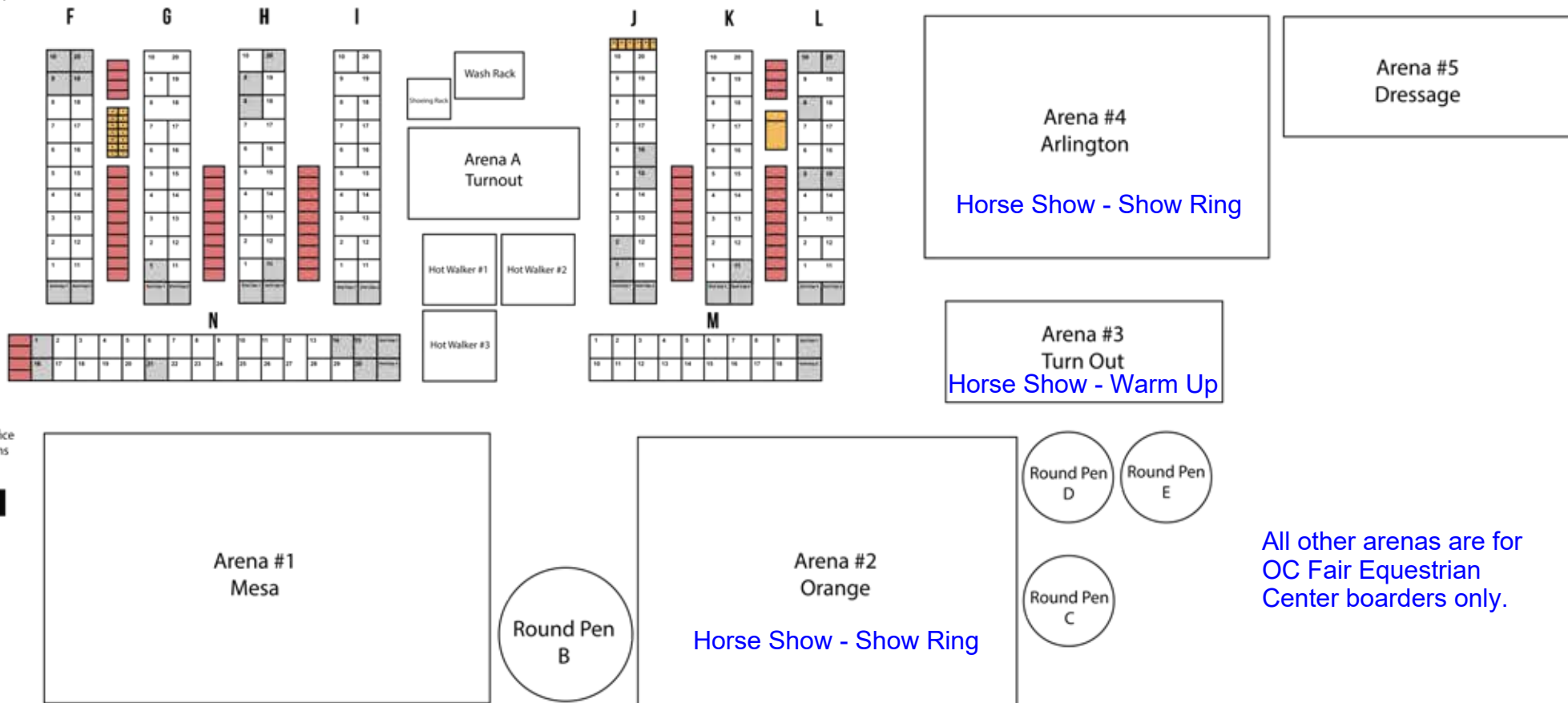
- a) Horse shoe area is provided as a courtesy to Renters on an "as available, first come, first served" basis. All shoeing, trimming and resetting will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management. Clean up of area is required after use.

B. 10. Canopies/Tents

- a) 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.

Arlington Drive

Gate 9



Tack



Stall



Cross Ties



Lockers

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.



EXHIBIT "X"

Victory Horse Show – Victory at the Fair

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of _____ Orange _____ (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

HORSE SHOW PARTICIPANTS MUST ABIDE BY EQUESTRIAN CENTER GENERAL POLICIES AND PROCEDURES

A. 1. EQUESTRIAN CENTER GENERAL POLICIES AND PROCEDURES

Boarding of horse(s) and use of OCFEC facilities and livestock services for Horse Shows shall be subject to these General Policies and Procedures in addition to the other terms and conditions herein. OCFEC may, at its discretion, change these General Policies and Procedures from time to time, and Renter agrees to be bound by and observe the General Policies and Procedures as they may, from time to time, be published by OCFEC.

- a) OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider(s). OCFEC reserves the right to refuse admittance of Renter's affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the premises if their conduct does not conform to these General Policies and Procedures and good social behavior. Disregard or violation of these General Policies and Procedures may, at OCFEC's discretion, result in the immediate expulsion of the Renter's affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters OCFEC property, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horses. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC property.
- b) All Renter's affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of the language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or Renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Policies and Procedures, may result, at OCFEC's discretion, in immediate removal from the property.

B. 2. Equestrian Center Facility Use Policies

Renter shall comply at all times with the following facility use policies:

- a) Smoking and vaping are prohibited at the Equestrian Center and all OCFEC property. No exceptions.
- b) The speed limit on the Fairgrounds is 3 mph. All vehicles driving on the Fairgrounds must be aware of and respect all others on OCFEC property.
- c) Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap at all times when riding horses. No jumping at any time without protective headgear, shoes with heels and full tack.
- d) No climbing, sitting or standing on or near arena rails.
- e) Barn aisles must be kept neat and clear at all times.
- f) Trotting or running horses is not permitted outside of an arena.

- g) For safety, no riding double.
- h) No glass containers allowed on Fairgrounds.
- i) All manure, debris or trash dropped while grooming, washing or walking horse(s) around barn areas must be picked up immediately. Any manure pullings should be cleaned up and disposed of in the designated waste bins.
- j) For everyone's safety, horses should not be ridden with just a halter. Please use a headstall with proper control devices.
- k) Horses are not allowed to be loose, nor are they allowed to roam freely.
- l) Dogs are not allowed on property.

B. 3. Horse Health

- a) OCFEC is dedicated to the health, welfare and safety of all equine and human exhibitors. Renter is responsible for ensuring that all event horses are healthy, providing required documentation including but not limited to vaccination records, declarations of health, or any additional health documents.
- b) Renter is responsible for collecting participant liability waivers from all Horse Show participants. Liability waivers will be emailed to Renter, blank copies will also be available in the Equestrian Center office. Signed Release and Waiver of Liability Agreements MUST be submitted to the Equestrian Center office prior to any activity taking place.
- c) Non-showing horses will not be allowed on the Fairgrounds; all horses must be entered in the show prior to arrival.
- d) No trailer ins. All horses entered in show must be assigned to a stall.
- e) Refer to the California Department of Food & Agriculture's "Biosecurity" document which provides general information on keeping horses healthy at equine events: https://www.cdffa.ca.gov/ahfss/animal_health/pdfs/L.pdf

B. 4. Parking

- a) Entry and exit will be through Gate 8 (off Arlington Drive).
- b) OCFEC reserves the right to charge for guest parking. Established year-round event general parking is \$12 (twelve dollars) per vehicle. Oversized vehicles (e.g., RV's, busses and trailers are \$24 (twenty-four dollars). Parking fees are non-refundable and only valid for the date purchased. To inquire about an event parking buyout, please contact Equestrian Center staff.
- c) All event participants, vendors, promoters and service providers must park in the main parking lot or any other designated parking area, and must enter the facility through the designated event entrance. Vehicles parked in an area that is not permitted shall be at risk of being towed at the owner's expense.
- d) Participants have access to the Fairgrounds prior to or after the event to load/unload (unless otherwise stated). Loading/unloading is limited to 15 minutes and emergency flashers must remain on while loading or unloading. Vehicles must not block any doors, gates or aiseways. Vehicles not in compliance may be towed at owner's expense.
- e) NO overnight parking allowed without the expressed written consent of OCFEC.
- f) All vehicles driving on the Fairgrounds must be aware of and respect all others using the facility.
- g) Depending on event attendance, OCFEC reserves the right to require that Renter provide OCFEC parking and traffic control personnel as part of their contract for the duration of any contract at the expense of the Renter. In such cases, OCFEC will manage traffic and parking on grounds.

B. 5. RV/Trailer Parking

- a) Due to a limited number of RV/Trailer parking spots on OCFEC property, users may not park their RV/trailers on the property unless parking is assigned to them. Charges will be assessed for any RV/trailer parked on OCFEC property. OCFEC does not accept liability for any theft or damage to RV or trailers. Inquiries for RV/Trailer parking must go through the OCFEC's Safety & Security Department, 714-708-1588 or dps@ocfair.com.

B. 6. Arena Policies

- a) Participants must follow all posted arena policies. No lunging or lunge line lessons in the show and/or main arenas.
- b) When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- c) Arena is to be returned to its original position as soon as Renter is finished. Any dislocated pole or standard shall be replaced immediately.
- d) Only arenas and/or pens contracted for Horse Shows will be accessible to event participants (see map at end of Exhibit A for designated horse show access areas). Please note that other arenas (not contracted for Horse Shows) are for the exclusive use and access of OCFEC tenants, and are therefore off-limits during Horse Shows. Signs will be posted at entrances to arenas or pens that are exclusively for the sole use of OCFEC tenants.

B. 7. Show Office/Tack Rooms Space Policies

- a) No space heaters allowed in any show office/tack room space.
- b) No overnight stays allowed in show office/tack room.
- c) No modifications of any kind are allowed in show office/tack room.
- d) Renters are responsible for their own equipment and the general order of tack room/office space rented.
- e) Do not stack items in and around the aisle ways.
- f) Trash must be placed in designated waste bins with all trash removed upon completion of event.
- g) Renters with show office/tack room must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). OCFEC will remove fire hazards at their discretion.
- h) Renter may place locks on show office/tack room space rented. Locks must be removed upon load-out. In case of emergencies, locks may be removed by OCFEC staff.

B. 8. Wash Racks

- a) Wash racks are provided as a courtesy to Renters on an "as available, first come, first served" basis. Users shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting. Clean up of area is required after use.

B. 9. Horse Shoeing

- a) Horse shoe area is provided as a courtesy to Renters on an "as available, first come, first served" basis. All shoeing, trimming and resetting will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management. Clean up of area is required after use.

B. 10. Canopies/Tents

- a) 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.

BY SIGNING, I HAVE CAREFULLY READ THE POLICIES AND PROCEDURES AND WILL ADHERE TO THEM.

PARTICIPANT SIGNATURE: _____ DATE: _____
(If under 18, a Parent/Guardian must sign)

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Kelly Babbs** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☐ Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☐ Tack Room	☐ Misc. _____
☐ Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Kelly Babbs

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Kelly Babbs, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. RA-EQC057-24

REVIEWED TD

DATE **5/13/2024**

FAIRTIME

APPROVED EY

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Alexis Booher** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☒ <u> 2 </u> Double Box Stall (12' x 24')	☒ <u> 1 </u> Storage (Non-OCFEC Owned)
☒ <u> 2 </u> Tack Room	☐ <u> </u> Misc. _____
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Alexis Booher

[Redacted Signature]

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

By: _____ Date: _____
Title: **Alexis Booher, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☐ Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ Misc. _____
☐ Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

OneWorldOutReach, Inc.
TeJay Brune

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **TeJay Brune, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Susan Burnside** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☒ <u>1</u> Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ <u> </u> Misc. _____
☒ <u>1</u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Susan Burnside

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Susan Burnside, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Marc Butman** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ <u> </u> Misc. <u> </u>
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Marc Butman

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Marc Butman, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Gerrye DeOlden** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☒ <u>1</u> Double Box Stall (12' x 24')	☒ <u>2</u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. _____
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Gerrye DeOlden

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Gerrye DeOlden, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Shannon Ely McGregor** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☒ <u>1</u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. <u> </u>
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Shannon Ely McGregor

[Redacted Signature]

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

By: _____ Date: _____
Title: **Shannon Ely McGregor, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Kari Friedman** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>3</u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ <u> </u> Misc. <u> </u>
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Kari Friedman

[Redacted Signature]

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

By: _____ Date: _____
Title: **Kari Friedman, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the contractor of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Debbie Grani** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☒ <u>2</u> Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ <u> </u> Misc. <u> </u>
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Debbie Grani

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Debbie Grani, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Brandee Hall** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☒ <u>2</u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. _____
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Brandee Hall

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Brandee Hall, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Melina Hann** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☒ <u>1</u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. _____
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Melina Hann

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Melina Hann, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Caston Herrick** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☒ <u>1</u> Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ Misc. _____
☐ Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Caston Herrick

[Redacted Signature]

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

By: _____ Date: _____
Title: **Caston Herrick, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **6/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Lilac Hill Farm, 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☒ <u>1</u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ <u> </u> Misc. <u> </u>
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Lilac Hill Farm, LLC
Sue Irzyk

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: Sue Irzyk, Renter

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Michel Nickin** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☐ Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☐ Tack Room	☐ Misc. _____
☐ Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Michel Nickin

[Redacted Signature]

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

By: _____ Date: _____
Title: **Michel Nickin, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Harliana Otto** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☒ <u>1</u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. <u> </u>
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Harliana Otto

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: Harliana Otto, Renter

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **6/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Donna Patterson** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☐ Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☐ Tack Room	☐ Misc. _____
☐ Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Donna Patterson

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: Donna Patterson, Renter

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Andiamo's Equestrian** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>8</u> Box Stall (12' x 12')	☒ <u>1</u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☒ <u>1</u> Storage (Non-OCFEC Owned)
☒ <u>3</u> Tack Room	☒ <u>1</u> Misc. <u> </u> Facility Use Fee <u> </u>
☒ <u>3</u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Andiamo's Equestrian
Lisa Rathfelder

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Lisa Rathfelder, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **6/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Life O'Riley Riding** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☐ Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☒ <u>1</u> Tack Room	☐ Misc. _____
☐ Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Life O'Riley Riding
Kate Riley

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Kate Riley, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Joanna Schielein** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>1</u> Box Stall (12' x 12')	☐ Locker (OCFEC Owned)
☐ Double Box Stall (12' x 24')	☐ Storage (Non-OCFEC Owned)
☐ Tack Room	☐ Misc. _____
☒ <u>1</u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Joanna Schielein

[Redacted Signature]

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

By: _____ Date: _____
Title: **Joanna Schielein, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Ann Stansbarger** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ <u> </u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☒ <u>1</u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. _____
☐ <u> </u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Ann Stansbarger

[Redacted Signature]

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

By: _____ Date: _____
Title: **Ann Stansbarger, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Clark Taylor** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☒ <u>2</u> Box Stall (12' x 12')	☐ <u> </u> Locker (OCFEC Owned)
☐ <u> </u> Double Box Stall (12' x 24')	☐ <u> </u> Storage (Non-OCFEC Owned)
☐ <u> </u> Tack Room	☐ <u> </u> Misc. <u> </u>
☒ <u>1</u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Clark Taylor

[REDACTED]
[REDACTED]
[REDACTED]

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

By: _____ Date: _____
Title: **Clark Taylor, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the contractor of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **5/13/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center (OCFEC)**, hereinafter called the Association, and **Robyn and Maxwell Wittenberg** 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:

June 15 – December 31, 2024

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

See Exhibit A and W

☐ ___ Box Stall (12' x 12')	☐ ___ Locker (OCFEC Owned)
☐ ___ Double Box Stall (12' x 24')	☐ ___ Storage (Non-OCFEC Owned)
☐ ___ Tack Room	☐ ___ Misc. _____
☒ <u>1</u> Horse Trailer Parking	

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:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

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 "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Robyn and Maxwell Wittenberg

[Redacted Signature]

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

By: _____ Date: _____
Title: **Robyn Wittenberg, Renter**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. 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 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.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 15, 2024 and ending December 31, 2024

LOCATION(S):

OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.
2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.
3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.
10. General Rules and Regulations
 - a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.
 - b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules

- a. Renter and affiliates shall comply at all times with the facility use rules.
- b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
- c. Never talk on the phone or text while mounted or driving a horse.
- d. Trotting or running horses will not be permitted outside of an arena.
- e. Minor children must be kept under constant supervision of parent or guardian.
- f. For safety, no riding double.
- g. No glass containers are be allowed on the grounds.
- h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
- i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
- j. Horses are not allowed to be loose, nor are they allowed to freely roam.
- k. No stallions are allowed on the property.
- l. Dogs:
 - i. Individuals: No dogs are allowed on the property.
 - ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
- m. Parking and Speed Limit:
 - i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
 - ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
 - iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
 - iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

- n. No smoking/vaping is permitted.
- o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules

- a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
- b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
- c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
- d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
- e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
- f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules

- a. No space heaters allowed in any tack room space.
- b. No overnight stays allowed.
- c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
- d. Renters are responsible for their own equipment and the general order of their tack room space.
- e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
- f. Trash should be placed in designated waste bins.
- g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
- h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

- i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles

- a. Feed and tack must be in a secure container and the containers must be kept in good shape.
- b. Feed and tack containers must conform to the following standards:
 - i. No items may extend more than 34 inches from the stall or tack room.
 - ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
 - iii. Feed stickers must be visible.

15. Common Areas

- a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
- b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
- c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
 - i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
 - ii. NO hanging plants/pots allowed.
 - iii. Plant size limited to up to a 5-gallon pot.
 - iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
 - v. Containers/pots must not be cracked/broken.
 - vi. NO empty plant pots/containers allowed.
 - vii. Plants must be maintained.
 - viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
- d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

- e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
- f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

- a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

- a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

- a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

- a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

- a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

- b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
- c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
- d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
- e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras

- a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
- b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
- c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
- d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit

- a. Security deposits are required.
- b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be \$378 [based on rate of \$756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.
2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.
3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

- (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





Exhibit W

Boarding Fee Stall Base Rates

	Current	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	\$ 644	\$ 756	\$ 868	\$ 979
12' x 24' Double Box Stall	\$ 1,023	\$ 1,201	\$ 1,379	\$ 1,558

	Current	6/15/2024	10/1/2024	
Tack Room	\$ 358	\$ 394	\$ 433	Monthly
Horse Trailer Parking	\$ 138	\$ 152	\$ 167	Monthly

Facility Use Fee**

n/a	\$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	\$ 76	Portion/Monthly
Orchard	\$ 91	Portion/Monthly
Timothy	\$ 88	Portion/Monthly
Bermuda	\$ 71	Portion/Monthly
Cubes	\$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$756 + \$76 + \$76 + \$76 = \$984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$756 + \$88 + \$88 + \$50 = \$982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

	Current	6/15/2024	10/1/2024	
Locker	\$ 17	\$ 19	\$ 21	Monthly
Locker, Big	\$ 44	\$ 48	\$ 53	Monthly
Locker, Small	\$ 110	\$ 121	\$ 133	Monthly
Locker, Large	\$ 220	\$ 242	\$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

	Current	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	n/a	\$ 25	\$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	n/a	\$ 50	\$ 55	Monthly
Storage, Large (20 to 25 square feet)	n/a	\$ 75	\$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	n/a	\$ 100	\$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	\$ 12	Per Bag
Non-compliance Fee	\$ 25 - 100	As needed
Other special requests (Labor only)	\$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Scroll Saw Association** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up July 15-17; Event dates July 19-August 18, 2024**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 15'x 24' space. Space rental includes power box and display table in the Los Alamitos Building (14).**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair 2024 - July 19-August 18, 2024
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Space in exchange for scroll saw demonstrations and facilitating woodworking activities.
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before July 1st.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the 2024 OC Fair Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Scroll Saw Association
4142 N. Sunset
Orange, CA 92865

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)
 _____ (print)

By _____
 Title: Michele Richards, Chief Executive Officer or
 Michelle Capps, Chief Business Dev. Officer

Title _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Woodworkers Association** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up July 15-17; Event dates July 19-August 18, 2024**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 15'x 24' space. Space rental includes power box and display table in the Los Alamitos Building (14).**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair 2024 - July 19-August 18, 2024
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before July 1st.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the 2024 OC Fair Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Woodworkers Association
P.O. Box 1038
Fullerton, CA 92836

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)
 _____ (print)

By _____
 Title: Michele Richards, Chief Executive Officer or
 Michelle Capps, Chief Business Dev. Officer

Title _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-098-24 REVISED**

DATE **May 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 **Kastl Amusements** 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 27 - June 11, 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:

Kastl Camping

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

\$5,270.00

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" and "F" 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