OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JUNE 2024

New

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-067-24SP	Ontario International Airport	Sponsorship	Fair Time	7/19/24-9/01/26	$61,818.00	
SA-076-24SP	Camp Galileo	Sponsorship	Imaginology	4/13/24-4/14/24	$1,500.00	
SA-078-24SP	Farm Fresh Home Foods	Sponsorship	Imaginology	4/13/24-4/14/24	$1,500.00	
SA-080-24FT	County of Orange	Law enforcement	Fair Time	7/15/24-8/19/24		$1,035,000.00
SA-081-24YR	County of Orange	Law enforcement	Year Round	7/1/24-6/30/25		$325,000.00
SA-108-24GE	Scott Fitzpatrick f/s/o The Fabulous Nomads	The Fabulous Nomads performing on Promenade Stage	Fair Time	7/24/24 - 7/28/24		$3,500.00
SA-109-24PA	Habitrail Touring, Inc. f/s/o Cake	Cake performing at Pacific Amphitheatre	Year Round	07/09/24		$200,000.00
SA-110-24PA	Runnin' Behind, Inc. f/s/o Chris Young	Chris Young performing at Pacific Amphitheatre	Fair Time	07/19/24		$205,000.00
SA-111-24PA	STR Touring, Inc. f/s/o Connor Smith	Connor Smith performing at Pacific Amphitheatre	Fair Time	07/19/24		$20,000.00
SA-112-24PA	Grey Ribbon LLC f/s/o The English Beat	The English Beat performing at Pacific Amphitheatre	Fair Time	07/26/24		$20,000.00
SA-113-24PA	Reverend Horton Heat Inc. f/s/o Reverend Horton Heat	Reverend Horton Heat performing at Pacific Amphitheatre	Fair Time	07/28/24		$20,000.00
SA-114-24PA	Johnnyswim LLC f/s/o Johnnyswim	Johnnyswim performing at Pacific Amphitheatre	Year Round	08/22/24		$30,000.00
SA-115-24PA	The Springthorpe Brothers Corp f/s/o Rick Springfield	Rick Springfield performing at Pacific Amphitheatre	Fair Time	08/15/24		$52,500.00
SA-116-24PA	92 Touring, LLC f/s/o Quinn XCII	Quinn XCII performing at Pacific Amphitheatre	Fair Time	07/24/24		$105,000.00
SA-117-24PA	Stache, Inc. dba The M & M Group f/s/o Los Tucanes de Tijuana / Joss Favela	Los Tucanes de Tijuana / Joss Favela	Year Round	07/14/24		$215,000.00
SA-119-24FT	C&B Displays	Installation and dismantle walls and stage	Fair Time	6/12/24-8/30/24		$39,200.00
SA-120-24PA	All Wins Entertainment LLC f/s/o Eric Bellinger	Eric Bellinger performing at Pacific Amphitheatre	Fair Time	07/25/24		$25,000.00
SA-122-24FT	City of Costa Mesa	Traffic management	Fair Time	7/1/24-8/20/24		$314,747.50
SA-123-24YR	City of Costa Mesa	Traffic management	Year Round	7/1/24-6/30/25		$118,090.00
SA-124-24PA	The Trustee for Tash Sultana Sour Lemon Trust f/s/o Tash Sultana	Tash Sultana performing at Pacific Amphitheatre	Fair Time	07/10/24		$155,000.00
SA-125-24PA	Shroud of Tour, Inc. f/s/o Counting Crows	Counting Crows performing at Pacific Amphitheatre	Year Round	08/31/24		$200,000.00
SA-126-24FT	Chef Ray Presents	Fruit and Vegetable Exhibit	Fair Time	7/18/24-8/19/24		$21,410.00

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JUNE 2024

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CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-127-24PA	Day Off Touring, Inc. f/s/o Big Time Rush	Big Time Rush performing at Pacific Amphitheatre	Year Round	08/30/24		$300,000.00
SA-128-24PA	Red Couch Group, Inc. f/s/o Crash Adams	Crash Adams performing at Pacific Amphitheatre	Year Round	08/30/24		$10,000.00
SA-129-24PA	Get Right Inc. f/s/o Bonnie Raitt	Bonnie Raitt performing at Pacific Amphitheatre	Year Round	09/14/24		$225,000.00
SA-130-24SP	John Wayne Airport Orange County	Sponsorship	Fair Time	7/19/24-8/18/24	$12,000.00	
SA-131-24FT	Emily Shebish	Veterinary services	Fair Time	7/18/24-08/18/24		$4,000.00
SA-132-24FT	Global Livestock	Educational exotic aninal exhibit	Fair Time	8/13/24-08/19/24		$8,000.00
SA-133-24FT	Great American Entertainment Company	Great American petting zoo	Fair Time	7/16/24-08/18/24		$34,500.00
SA-134-24FT	Kruse feed and supply	A feed Store outreach booth	Fair Time	7/22/24-08/28/24		$0.00
SA-135-24FT	Linda Bell	Rabbit and open cavy show	Fair Time	8/11/24-08/11/24		$500.00
SA-136-24FT	Rockie Mooney	Education bird exhibit	Fair Time	8/13/24-08/16/24		$1,400.00
SA-137-24FT	Sarah Martin	Education dairy goat and rabbit exhibit	Fair Time	8/13/24-08/19/24		$2,000.00
SA-138-24FT	Tanaka Farms LLC	Education agriculture exhibit	Fair Time	8/13/24-08/19/24		$4,000.00
SA-139-24FT	Theresa Vargas	Chicken exhibit	Fair Time	8/13/24-08/19/24		$1,500.00
SA-141-24PA	Curlytop LLC f/s/o Kylie Morgan	Kylie Morgan performing at Pacific Amphitheatre	Fair Time	08/07/24		$8,500.00
SA-142-24PA	Stache, Inc. dba The M & M Group f/s/o Paquita la del Barrio / Lupita Infante / Jacqie Rivera / Flor de Tolache	Paquita la del Barrio / Lupita Infante / Jacqie Rivera / Flor de Tolache performing at Pacific Amphitheatre	Year Round	08/25/24		$180,000.00
SA-143-24YR	Siteline Productions, Inc.	Vietnam War exhibit	Year Round	7/1/24-12/31/25		$40,000.00
SA-144-24YR	Beach Boyz Contracting Inc.	Paint Silo building and patio	Year Round	6/10/24-6/30/24		$23,054.61
SA-145-24SP	Knott's Berry Farm	Sponsorship	Fair Time	7/19/24-8/18/24	$3,429.80	
SA-146-24SP	T-Mobile US, Inc.	Sponsorship	Fair Time	7/1/24-8/27/24	$30,000.00	
SA-147-24FT	Royal Restroom of California, Inc.	Business Development Restroom	Fair Time	6/24/24-8/20/24		$13,326.13

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JUNE 2024

New

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-148-24FT	United Rentals	Electrical rental	Fair Time	7/3/24-9/6/24		$213,342.13
SA-149-24PA	Cannons Touring Inc f/s/o Cannons	Cannons performing at Pacific Amphitheatre	Fair Time	07/24/24		$101,000.00
SA-150-24PA	Fade Two Black Inc f/s/o Joe	Joe performing at Pacific Amphitheatre	Fair Time	07/25/24		$75,000.00
SA-151-24PA	KC On The Road, Inc f/s/o Keyshia Cole	Keyshia Cole performing at Pacific Amphitheatre	Fair Time	07/25/24		$175,000.00
SA-152-24PA	Bikini Trill LLC f/s/o Bikini Trill	Bikini Trill performing at Pacific Amphitheatre	Fair Time	07/27/24		$2,500.00
SA-153-24PA	Fortunate Youth LLC f/s/o Fortunate Youth	Fortunate Youth performing at Pacific Amphitheatre	Fair Time	07/27/24		$22,500.00
SA-154-24PA	Universal X Corporation f/s/o X	X performing at Pacific Amphitheatre	Fair Time	07/28/24		$55,000.00
SA-155-24PA	Combo Swell Beats Entertainment LLC f/s/o AWOLNATION	AWOLNATION performing at Pacific Amphitheatre	Year Round	08/27/24		$35,000.00
SA-156-24PA	Hamba Baba Productions, Inc. f/s/o Trevor Noah	Trevor Noah performing at Pacific Amphitheatre	Fair Time	08/18/24		$243,750.00
SA-157-24PA	Runaway Boys Inc. f/s/o Stray Cats	Stray Cats performing at Pacific Amphitheatre	Fair Time	8/01/24 - 8/02/24		$450,000.00
SA-158-24CF	Rare Fruit Growers	Rare and tropical rare fruit exhibit	Fair Time	7/15/24-8/21/24		$630.00
SA-159-24CF	City of Orange Public Library	Seed exchange and education	Fair Time	8/10/24-8/11/24		$0.00
SA-160-24CF	OC Beekeepers	Beekeeping exhibit	Fair Time	7/15/24-8/21/24		$0.00
SA-161-24CF	California Organic Gardening Club	Organic gardening exhibit	Fair Time	7/17/24-7/22/24		$0.00
SA-162-24CF	Scott Brothers Dairy	Dairy cows and calves exhibit	Fair Time	7/15/24-8/21/24		$0.00
SA-163-24CF	The Regents of the University of California	Gardening and food preservation information	Fair Time	7/15/24-8/16/24		$0.00
SA-166-24YR	OneSource	Major Projects - Provide and install power monitoring sytem - Siemens	Year Round	9/1/24-11/30/24		$41,640.20

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
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CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-028-24GE (Amend. #1)	Daniel Maika Hamamoto	Danny Maika performing at the Promenade. Include additional date of August 9.	Fair Time			$700.00

Amendments (Exercise Option)

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-141-20YR (Amend. #5)	United Pacific Services, Inc.	Tree Trimming	Year Round	9/1/20-8/31/25		$68,860.00
SA-046-22FT (Amend. #4)	Prem Shah dba Premster Productions	First option year - Pacific Amphitheatre merchadis	Fair Time	6/01/24 - 5/31/24		$0.00
SA-129-22FT (Amend. #2)	Velasea LLC	Touchless weapon detection	Fair Time	7/1/24-6/30/25		$461,353.29

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-140-24FT IA	UC Regents/Orange County 4-H	Goat obstacle course	Fair Time	7/19/2024-7/19/24		$0.00

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R Mtr A jh F mar

AGREEMENT NUMBER
SA-067-24SP **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
Ontario International Airport

2. The term of this Agreement is: **July 19, 2024 through September 1, 2026**

3. The amount of this Sponsorship Agreement **$61,818 (CASH); 2024-$20,000; 2025-$20,600; 2026-$21,218**
Payment Terms:

☐ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Ontario International Airport

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Eren Cello, Chief Officer of Marketing and Communications

ADDRESS
2900 E Airport Dr., Ontario, CA 91761-2134

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Ontario International Airport
Eren Cello, Chief Officer of Marketing and Communications
Email: ecello@flyontario.com
(909) 544-5230

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. Ontario International Airport to be Presenting Sponsor of The Hangar building and the Every Day Passport at the OC Fair for three (3) years, 2024 through 2026.
2. To provide annual sponsorship payments in the sum of TWENTY THOUSAND DOLLARS ($20,000) in 2024, TWENTY THOUSAND SIX HUNDRED ($20,600) in 2025, and TWENTY-ONE THOUSAND TWO HUNDRED EIGHTEEN ($21,218) in 2026. Payments must be received in full by July 1 of each term of the agreement
    a. Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. **That space shall be used for the following purpose only**: To promote current marketing campaigns of Ontario International Airport.
6. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation.

7. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
8. That staff members shall comply with the following requirements:
    a. No staff member will promote brand outside of designated space(s).
9. To have its display fully staffed by uniformed representatives:
    a. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 12:00 a.m. on a mutually agreed upon date
10. That other mobile tours and exhibitors may also be in or near the designated spaces.
11. To abide by the rules and regulations included in the 2024 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2024 OC Fair.
14. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Ontario International Airport with Presenting Sponsorship of The Hangar and Every Day Passport at the 2024 OC Fair.
2. To provide a 20'x10' space located at the designated mobile marketing space at the Kid Land East MMT location at the 2024 OC Fair (see spot-marked map below) on one mutually agreed upon date
    a. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Sponsor staff assigned to the Mobile Marketing Tour in the form of single day working credentials
    b. To provide a spider box with electricity up to 50 amps (each additional amp will be at a $4.00 charge per amp).
3. To produce Sponsor name/logo in the following signage at The Hangar and on the Every Day Passports during the 2024 OC Fair (signage to be produced/installed by the District):
    a. Two (2) signs over each digital board outside of The Hangar
    b. Four (4) 5'x16' hanging signs inside The Hangar
    c. Logo inclusion on one (1) primary sign outside, on top of The Hangar near the main 'Hangar' sign
    d. Logo inclusion and messaging on the back of Every Day Passports.
4. To include Sponsor logo:
    a. In all applicable 2024 OC Fair collateral including the OC Fair Brochure, etc. (pending deadlines).
    b. In all applicable 2024 print and digital advertising, including digital ads highlighting The Hangar that rotate within the Pacific Amphitheatre prior to concerts.
    c. In the @The Fair e-newsletter, summer issue (pending deadline).
    d. On the 2024 OC Fair website with a link to the Sponsor website.
5. To include two (2):30 second commercial spots before the start of each ticketed entertainment at The Hangar (video content to be approved by the District prior to production).
6. To provide the following hospitality benefits:
    a. One Hundred (100) 2024 OC Fair admission tickets.
    b. Fifty (50) 2024 OC Fair parking passes.
    c. Seventy-Five (75) carnival ride cards (one [1] ride per card).
    a. Twenty (20) 2024 The Hangar entertainment tickets, not to exceed four (4) tickets to any one select show (pending availability).
7. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days).

Mobile Marketing Tour Activation space:

End of Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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:

EXHIBIT C – INSURANCE REQUIREMENTS

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

EXHIBIT C – INSURANCE REQUIREMENTS

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).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

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

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

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

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

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

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

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

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of

sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

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

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

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

7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their

   respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures

for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

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

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

DocuSign Envelope ID: 3A4813E9-8CB0-4EA8-A95E-D80965BDE938

STATE OF CALIFORNIA

SPONSORSHIP AGREEMENT

(Rev 3/19)

R MT A RL F jh

AGREEMENT NUMBER: SA-076-24SP A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

Galileo Learning, LLC

2. The term of this Agreement is: **April 13, 2024 through April 14, 2024**

3. The amount of this Sponsorship Agreement **$1,500 (CASH)**

Payment Terms:

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

Galileo Learning, LLC

BY *(Authorized Signature)*: DocuSigned by: Milagros C. Carter 4A054096DD90486...

DATE SIGNED: 4/1/2024

PRINTED NAME AND TITLE OF PERSON SIGNING

Milagros Carter, Vice President Marketing

ADDRESS

548 Market St, PMB 38374, San Francisco, CA 94104-5401

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)*: DocuSigned by: Joan Hamill 50D643EB5894426...

DATE SIGNED: 4/1/2024

PRINTED NAME AND TITLE OF PERSON SIGNING

Joan Hamill, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

Date

DocuSign Envelope ID: 3A4813E9-8CB0-4EA8-A95E-D80965BDE938

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Camp Galileo
Milagros Carter, Vice President Marketing
(562) 879-9832

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. Camp Galileo to be a sponsor of the 2024 Imaginology event occurring April 13, 2024 – April 14, 2024.

2. To provide CASH in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500) due upon execution of this agreement. Payment in full must be received no later than April 5, 2024.
   a. Payments shall be remitted to the following address:

   OC Fair & Event Center
   Attn: Accounts Receivable
   88 Fair Drive
   Costa Mesa, CA 92626

3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.

4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).

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5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

6. That staff members shall comply with the following requirements:
   a. All staff should be in Camp Galileo company uniforms.

7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m., April 5, 2024.

8. To have its displays fully staffed by uniformed representatives:
   a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 4:00 p.m. on Saturday April 13, 2024, and Sunday April 14, 2024.

9. That mobile tour and other exhibitors may be near the designated spaces.

10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.

11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.

12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2024 Imaginology event.

DISTRICT AGREES:

1. To provide Camp Galileo with Sponsorship of the 2024 Imaginology event.

2. To provide Sponsor one (1) 10' x 10' premium space located in the Huntington Beach Building for Saturday through Sunday April 13 – 14, 2024. (see space marked map below)

3. To include Sponsor logo:
   a. On the 2024 Imaginology web site with a link to the Sponsor web site (pending deadlines).
   b. On the band of sponsors section on map banner located on (2) information booths.

4. To include Sponsor as a location on the 2024 Imaginology Scavenger Hunt Sheet.

5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.

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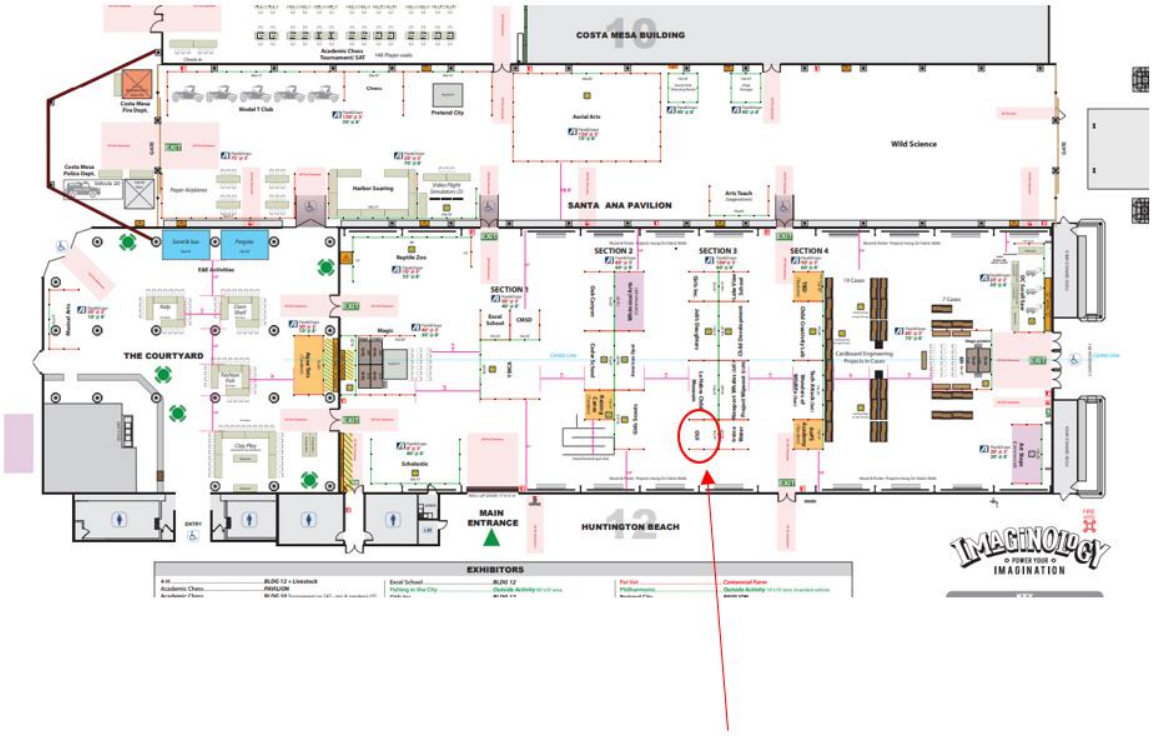

End of Exhibit A

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

DocuSign Envelope ID: 3A4813E9-8CB0-4EA8-A95E-D80965BDE938

EXHIBIT C – 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:

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EXHIBIT C – INSURANCE REQUIREMENTS

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

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EXHIBIT C – INSURANCE REQUIREMENTS

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).

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EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

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EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

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EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

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

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

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

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

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

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

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

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of

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sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

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

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

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

7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their

   respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures

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for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

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

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on 4/1/2024, 20____.

OCFEC BUSINESS PARTNER

Milagros C. Carter
4A054096DD90486...

Signature

Address

Address

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STATE OF CALIFORNIA

SPONSORSHIP AGREEMENT

(Rev 3/19)

R MT A RL F jk

AGREEMENT NUMBER: SA-078-24SP A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

Farm Fresh Home Foods

2. The term of this Agreement is: **April 13, 2024 through April 14, 2024**

3. The amount of this Sponsorship Agreement **$1,500 (CASH)**

Payment Terms:

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME: **Farm Fresh Home Foods**

BY *(Authorized Signature)*: DocuSigned by: Caleb Ketcham 74B4385B90404BB...

DATE SIGNED: 3/27/2024

PRINTED NAME AND TITLE OF PERSON SIGNING: **Caleb Ketcham, Sales Manager**

ADDRESS: **23452 Peralta Drive, Unit C Suite 300, Laguna Hills, CA 92653**

STATE OF CALIFORNIA

AGENCY NAME: **32nd District Agricultural Association/OC Fair & Event Center**

BY *(Authorized Signature)*: DocuSigned by: Joan Hamill 50D643EE5894426...

DATE SIGNED: 3/27/2024

PRINTED NAME AND TITLE OF PERSON SIGNING: **Joan Hamill, Chief Business Development Officer**

ADDRESS: **88 Fair Drive, Costa Mesa, CA 92626**

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

Date

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EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Farm Fresh Foods
Caleb Ketcham, Sales Manager
(219) 851-1915

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. Farm Fresh Home Foods to be a sponsor of the 2024 Imaginology event occurring April 13, 2024 – April 14, 2024.

2. To provide CASH in the sum of ONE THOUSAND FIVE HUNDERED DOLLARS ($1,500) due upon execution of this agreement. Payment in full must be received no later than April 5, 2024.

    a. Payments shall be remitted to the following address:

    OC Fair & Event Center
    Attn: Accounts Receivable
    88 Fair Drive
    Costa Mesa, CA 92626

3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.

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4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).

5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

6. That staff members shall comply with the following requirements:

    a. All staff should be in Farm Fresh Home Foods company uniforms.

7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m., April 5, 2024.

8. To have its displays fully staffed by uniformed representatives:

    a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 4:00 p.m. on Saturday April 13, 2024, and Sunday April 14, 2024.

9. That mobile tour and other exhibitors may be near the designated spaces.

10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.

11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.

12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2024 Imaginology event.

DISTRICT AGREES:

1. To provide Farm Fresh Home Foods with Sponsorship of the 2024 Imaginology event.

2. To provide Sponsor one (1) 10' x 10' premium space located in the Huntington Beach Building for Saturday through Sunday April 13 – 14, 2024. (see space marked map below)

3. To include Sponsor logo:

    a. On the 2024 Imaginology website with a link to the Sponsor website (pending deadlines).

    b. On the band of sponsors section on map banner located on (2) information booths.

4. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.

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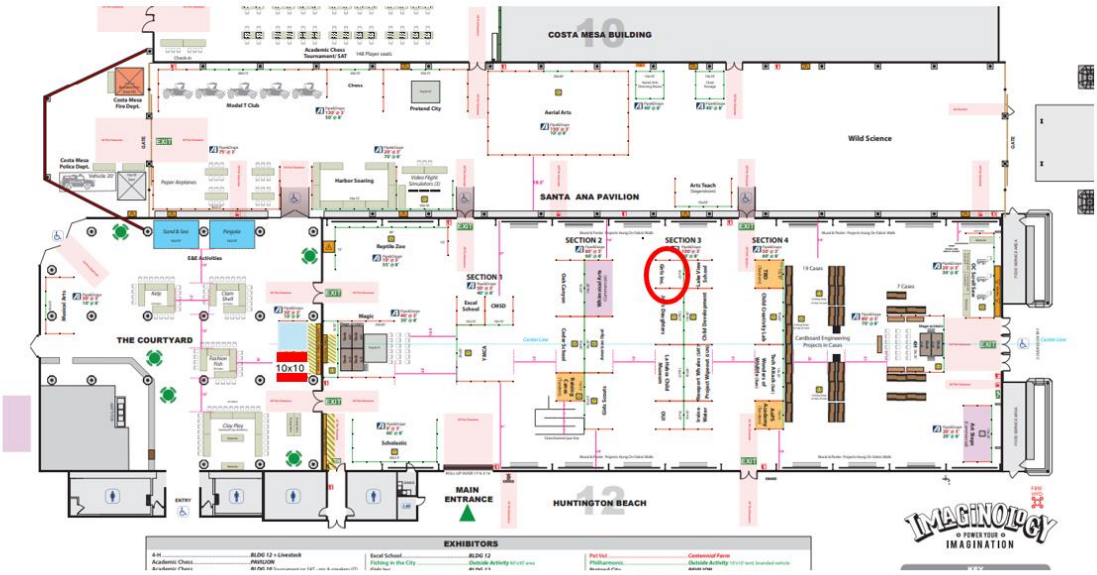

End of Exhibit A

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

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EXHIBIT C – 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:

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EXHIBIT C – INSURANCE REQUIREMENTS

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

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EXHIBIT C – INSURANCE REQUIREMENTS

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).

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EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

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EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

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EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

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EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

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

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

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

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

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

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

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

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of

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sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

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

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

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

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

7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their

   respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures

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for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

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

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on 3/27/2024, 20____.

OCFEC BUSINESS PARTNER

DocuSigned by:
Caleb Ketcham
74B4385B90404BB...
Signature

Address

Address

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ____ A KK F mar

AGREEMENT NUMBER
SA-080-24FT

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
COUNTY OF ORANGE

2. The term of this Agreement is: **07/14/2024** **through** **08/20/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$1,035,000.00**

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

Exhibit A – Scope of Work – To provide law enforcement for the annual Fair at the OC Fair & Event Center	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18-19
Exhibit G – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

APPROVED AS TO FORM
Office of County Counsel, County of Orange

DocuSigned by:
Annie Loo
B7726751D1E947E...

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Chair of the Board of Supervisors

CONTRACTOR BUSINESS ADDRESS
320 North Flower Street, Santa Ana, CA 92703, (714) 834-6739

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Nick Buffa, Director of Security and Traffic
Phone (714) 708-1577

County of Orange
Phone (714) 834-6739

CONTRACTOR AGREES:

1. To provide and coordinate law enforcement services during the 2024 OC Fair beginning at 0800 hours on July 14, 2024 and terminating at 1600 hours on August 20, 2024. Services shall be rendered at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, all perimeter and entrance gates, Pacific Amphitheatre, Action Sports Arena and Hangar venues as well as conduct patrol checks at Orange Coast College utilized by the 32nd District Agricultural Association throughout the 2024 annual fair. Law Enforcement services shall encompass behavioral, criminal, and accident investigation, and onsite banking operations and VIP or dignitary protection needs. Services shall include enforcement of State statutes and, in the Contractor's sole discretion, the enforcement of the City of Costa Mesa Municipal Code.

2. To provide all staffing, supervision, services, supplies, transportation, training, and equipment necessary to deliver law enforcement services, including, but not limited to, vehicle and foot patrol, non-uniformed operations, explosives detection, and other specialty assignments.

3. To attend a pre-Fair meeting with District staff in June 2024, a post-Fair meeting with District staff in September 2024, and other meetings during the 2024 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by County and the District.

4. To communicate the deployment schedule to the District's Security Director in order to coordinate dates and times of service. Deployment needs shall be determined by Orange County Sheriff's Department.

5. To provide exhibition of law enforcement assets on Saturday dates of: July 20 & 27, August 3, 10 & 17 throughout the 2024 annual fair. Displays or exhibitions may include patrol vehicles and personnel to interact with fair guests for educational or recruitment purposes. The timing of the exhibition shall be mutually agreed upon by the parties.

6. To support OC Fair & Event Center efforts to maintain compliance with the OC Fair & Event Center Commercial Space and Concessions Program as defined in the 2024 Rule and Regulations Handbook. Contractor shall not be deemed to have assumed any liability for any illegality of State's programs or rules.

7. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown in Exhibit B of the Agreement between the 32nd District Agricultural Association and the County of Orange.

8. If additional services are needed beyond the anticipated scope of work herein required, 32nd District Agricultural Association and County shall mutually agree upon an amended agreement amount and/or contract value.

9. Either party may terminate any contract at any time with or without cause by giving the other party notice in writing at least thirty (30) calendar days prior to the date when such termination shall become effective.

STATE AGREES:

1. To pay Contractor the total sum not to exceed ONE MILLION THIRTY-FIVE THOUSAND DOLLARS AND 00/100 ($1,035,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of a proper itemized invoice from the County of Orange.
2. To provide each Reserve Deputy two (2) OC Fair admission tickets for each shift worked at the OC Fair.
3. To provide an area on or near the grass or asphalt adjacent to the OCFEC Security compound on Saturday dates of: July 20 & 27, August 3, 10 & 17 throughout the 2024 annual fair for OCSD Recruitment/Promotional purposes.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5101-52

PAYMENT PROVISIONS:

1. Contractor shall invoice State within thirty (30) calendar days of the termination of this Agreement for the cost of services rendered. Payment will be made thirty (30) calendar days upon receipt of proper invoice. Invoice shall include the date on which services were rendered as well as employee rank or position, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 52254. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

   OC Fair & Event Center
   Attn: Accounts Payable
   88 Fair Drive
   Costa Mesa, CA 92626

2. In the event that salaries and benefits costs for Contractor's employees decrease for or on account of personnel whose costs are included in the calculations of the rates charged to State hereunder, Contractor shall notify State of decreased cost and bill accordingly.
3. State shall pay Contractor in accordance with the Orange County Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992, which has been provided to the State.

4. Payment shall be as set forth below:

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
HOURLY RATES (EFFECTIVE 7-1-24)
2024 Orange County Fair

Description:		Hourly Rate OT	Reg.	Extra Help (EH)	Reg. Prod.
Captain	[1]	$ 151.70	$ 252.00		
Sergeant		$ 169.50	$ 205.75	$ 94.11	
Investigator		$ 149.12	$ 180.33		
Investigator Hazardous Device Squad K-9 Handler		$ 149.12	$ 212.78		
Deputy Sheriff II		$ 136.71	$ 168.12	$ 65.44	
Deputy Sheriff II Hazardous Device Squad K-9 Handler		$ 139.73	$ 199.03		
Deputy Sheriff I		$ 129.37	$ 152.76	$ 61.93	
Radio Dispatcher		$ 92.21	$ 87.73		
Sheriff's Special Officer II		$ 86.13	$ 83.26		
Sheriff's Special Officer I		$ 76.75	$ 75.61		
Sheriff's Community Services Officer		$ 63.71	$ 63.62		
Sheriff's Correctional Services Assistant		$ 76.94	$ 74.94		
Supervising Radio Dispatcher		$ 105.37	$ 99.08		
Sr. Emer Mgmt Program Coordinator		$ 116.06	$ 107.83		
Crime Prevention Specialist		$ 63.12	$ 62.89		
Office Specialist		$ 56.63	$ 57.40		
Staff Specialist		$ 79.37	$ 77.01		
Office Specialist EH				$ 29.47	
Communications Coordinator II EH				$ 56.79	
Radio Dispatcher EH				$ 61.03	
Radio Dispatcher Trainee		$ 76.61	$ 74.19		
Research Analyst III		$ 92.97	$ 88.11		
Telecommunication Engineer III	[2]				$ 135.50
Reserve Deputy Sheriff		TBD			

Class A - Black & White Patrol Vehicles	$ 2.06	Per mile
Class B - Undercover / Un-marked	$ 0.78	Per mile
Class BB - Full Size Sedans	$ 1.28	Per mile
Class C - Passenger Van	$ 1.79	Per mile
Class F - Full size Pick-Up Trucks	$ 2.62	Per mile
Class G - Full Size and Mini Cargo Van	$ 2.32	Per mile
Class J - Black & White SUV	$ 3.31	Per mile
M2 - 3 Axle Trucks	$ -	Per mile
M6 - (Specialty Unit - Mobile Command Center)	$ 345.50	Equipment cost rate per day
M6 - (Specialty Unit - Mobile Command Center)	$ 1,981.07	Labor cost rate per dispatch
Samantha I	$ 79.70	Equipment cost rate per day
Samantha I	$ 9,936.92	Labor cost rate per dispatch

Note:
[1] Lieutenant is paid straight overtime with overtime benefits.
[2] Telecommunication Engineer III is from Samantha Study FY 2024-25.
- Rates include all applicable benefits and overhead.
- Transportation rates are from FY 2024-25 Transportation study.
- TBD = To be determined

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

5. **INDEMNIFICATION:**

   The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

   The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

   County and State each agree to waive their respective subrogation rights related to any workers' compensation claims arising as a result of performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

8. **INDEPENDENT CONTRACTOR*:***

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. **TIMELINESS:**
Time is of the essence in this Agreement.

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

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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:

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R NB A KK F mar

AGREEMENT NUMBER
SA-081-24YR

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
COUNTY OF ORANGE

2. The term of this Agreement is: **07/01/2024** **through** **06/30/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$325,000.00**

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

Exhibit A – Scope of Work – To provide law enforcement for the year-round events at the OC Fair & Event Center	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 3-4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19-23

APPROVED AS TO FORM
Office of the County Counsel, Orange County
Annie Loo, Deputy

DocuSigned by:
Annie Loo
B7726751D1E947E...

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Chair of the Board of Supervisors

CONTRACTOR BUSINESS ADDRESS
320 North Flower Street, Santa Ana, CA 92703, (714) 834-6739

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Nick Buffa, Director of Security and Traffic
Phone (714) 708-1577

County of Orange
Phone (714) 834-6739

CONTRACTOR AGREES:

1. To provide and coordinate law enforcement services during Interim Events at all areas of the OC Fair & Event Center (Fairgrounds), including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32nd District Agricultural Association (District).

   No later than ten (10) days before a scheduled event, District Management personnel shall notify Contractor of the nature of the scheduled event, the size of the crowd anticipated, and any other pertinent information about the event. Contractor shall then ascertain the number and type of law enforcement personnel and equipment needed at the event in the absence of unforeseen circumstances, as defined below, and shall notify District Management personnel, of the cost of said personnel and equipment, both in projected form prior to the event and in actual form after the event.

2. To provide Law Enforcement services during Year-Round Events at all areas of the OC Fair & Event Center. Law Enforcement services shall include behavioral, criminal, and accident investigation as well as protective escorts for VIP guests.

3. To provide, upon District request and at Contractor's sole discretion, investigation services, conducted on or around Fairgrounds ("Special Services"). Contractor shall determine personnel and equipment needed for such Special Services. If such services are in addition to the services set forth in Paragraphs 1 and 2 of this Agreement and are provided by Contractor at an additional cost to municipal recipients, District shall reimburse Contractor for such services at an amount computed by Contractor. Notwithstanding Exhibit B, Paragraph 1, Contractor shall invoice District immediately after each said Special Service is completed.

4. To respond to any calls for assistance at the Fairgrounds between scheduled events. Contractor shall not otherwise provide Law Enforcement for the Fairgrounds. These services will be provided by Contractor at an additional cost to District. District shall reimburse Contractor for such additional services at an amount computed by Contractor.

5. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver all law enforcement services. Services shall include enforcement of State statutes and, in the Contractor's sole discretion, the enforcement of the City of Costa Mesa Municipal Code.

6. To communicate the deployment schedule to the Security Management personnel in order to coordinate dates and times of service. Deployment needs shall be determined by the County.

   If unforeseen events requiring more or different law enforcement personnel or equipment occurs during an event, contractor, may increase or decrease the number and type of personnel and equipment utilized at said event. "Unforeseen events" will be defined as the following: Emergency incidents requiring a response by law enforcement personnel to mitigate the incident at any area of the Fairgrounds. District will be responsible for the cost of said personnel from the Contractor only. Any other agency's personnel will be considered mutual aid. If the incident does not start on Fairgrounds property, but transitions to Fairgrounds property, District will not be responsible for the cost.

7. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown in the table below between the 32nd District Agricultural Association and the County of Orange.

8. If additional services are needed beyond the anticipated scope of work herein required, the District and County shall mutually agree upon an amended agreement amount and/or contract value. This contract will terminate whenever said Maximum Obligation is expended or on June 30, 2025, whichever is earlier.

9. Either party may terminate any contract at any time with or without cause by giving the other party notice in writing at least thirty (30) days prior to the date when such termination shall become effective.

DISTRICT AGREES:

1. To pay County the total sum not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 ($325,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Various, 5101-23, 30

PAYMENT PROVISIONS:

1. Contractor shall invoice District no later than 15 business days after the last day services were provided for the cost of services rendered. Payment will be made within thirty (30) calendar days upon receipt of proper invoice. Invoice shall include the date on which services were rendered as well as employee rank or position, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 52254. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

   OC Fair & Event Center
   Attn: Accounts Payable
   88 Fair Drive
   Costa Mesa, CA 92626

2. In the event that salaries and benefits costs for Contractor's employees decrease for or on account of personnel whose costs are included in the calculations of the rates charged to State hereunder, Contractor shall notify District of decreased cost and bill accordingly.

3. District shall pay Contractor in accordance with the Orange County Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992, which has been provided to the District.

4. Payment shall be as set forth below:

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
ORANGE COUNTY FAIRGROUNDS
HOURLY RATES (EFFECTIVE 7-1-24)
FY 2024-25

Positions	Hourly Rates OT	Reg. Prod.	Regular
Captain	$ -	$ 300.33	
Sergeant	$ 169.50	$ 242.26	
Investigator	$ 149.12	$ 212.37	
Investigator Hazardous Device Squad	$ 149.12	$ 227.19	
Deputy Sheriff II	$ 136.71	$ 197.90	
Deputy Sheriff II Hazardous Device Squad	$ 136.71	$ 212.74	
Deputy Sheriff I	$ 129.37	$ 179.79	
Sheriff's Community Services Officer	$ 63.70	$ 75.05	
Radio Dispatcher	$ 92.21	$ 103.53	
Extra Help Deputy Sheriff II	N/A	N/A	$ 65.82
Extra Help Deputy Sheriff I	N/A	N/A	$ 62.31

Class A - Black & white	$	2.06	per mile
Class B - Undercover / Un-marked	$	0.78	per mile
Class BB - Full Size Sedans	$	1.28	per mile
Class C - Passenger vans	$	1.79	per mile
Class M3 - Bus	$	-	per mile
M2 - 3 Axle Trucks	$	-	Per mile
M6 - (Specialty Unit Mobile Command Center)	$	345.50	Equipment cost rate per day
M6 - (Specialty Unit Mobile Command Center)	$	1,981.07	Labor cost rate per dispatch
Samantha I	$	79.70	Equipment cost rate per day
Samantha I	$	9,936.92	Labor cost rate per dispatch

Note:
Rates include all applicable benefits and overheads.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

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

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

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

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

5. **INDEMNIFICATION:**

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

County and State each agree to waive their respective subrogation rights related to any workers' compensation claims arising as a result of performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

(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:

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT G - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-108-24GE

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SCOTT FITZPATRICK F/S/O THE FABULOUS NOMADS

2. The term of this Agreement is: **07/24/2024** through **07/28/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$3,500.00**

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

Exhibit A – Scope of Work **– To provide "The Fabulous Nomads" at the 2024 OC Fair, July 24 - August 28. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

SCOTT FITZPATRICK F/S/O THE FABULOUS NOMADS

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott Fitzpatrick

CONTRACTOR BUSINESS ADDRESS

2009 Calvert Avenue, Costa Mesa, CA 92626
(714) 227-6215 scottfitzpatrick00@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

The Fabulous Nomads
Name: Scott Fitzpatrick
Title: NA
Phone number: (714) 227-6215

1. To provide the performance group "The Fabulous Nomads," on the Promenade Stage from July 24 – July 28 at the 2024 OC Fair.
2. The performances shall take place Wednesday, Thursday and Sunday at 8:15 p.m. and 9:15 p.m.; Friday and Saturday, 8:15 p.m., 9:15 p.m. and 10:15 p.m. Each performance on Wednesday, Thursday and Sunday shall consist of two (2) sets; Friday and Sunday shall consist of three (3) sets. Each set will be approximately 45 minutes on with 15 minutes breaks in between. The last set each night will be thirty minutes in length, ending approximately 15 minutes prior to the Promenade closing.
3. No solicitation of tips or tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
12. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

13. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
14. Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

DISTRICT AGREES:

1. To provide the Promenade Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To provide twenty-five (25) complimentary 2024 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking
4. To waive venue merchandise split provided Contractor sells.
5. To provide promotion and advertising as part of the 2024 OC Fair collateral material.
6. To pay Contractor a total sum not to exceed THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) upon satisfactory completion of work herein required on Sunday, July 28, 2024.

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-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) upon satisfactory completion of work herein required on Sunday, July 28, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #22-01

I. Evidence of Coverage

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

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following**: $5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags**); $5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock**; $3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-109-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

HABITRAIL TOURING, INC. F/S/O CAKE

2. The term of this Agreement is: **07/09/2024** through **07/09/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$200,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work **– To provide "Cake" at Pacific Amphitheatre on Tuesday, July 9, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

HABITRAIL TOURING, INC. F/S/O CAKE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Bruce Solar, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Paladin Artists
P.O. Box 5237, New York, NY, 10185
(310) 801-5323 brucesolar@paladinartists.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Cake	$ 200,000
Support 1	DahkaBrahka	$ 10,000
Support 2		
Support 3		

Today's Date	10/17/23/	Expiration Date	11/15/23	Revision Date	01/31/24
Performance Date	07/09/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Bruce Solar/Joan Lee	Agency	Paladin Artists
Phone	310-801-5323	Email	brucesolar@paladinartists.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$90.00	$ 38,790
Orchestra 1	1750	85	10	1655	$80.00	$ 132,400
Orchestra 2	748	85	10	653	$70.00	$ 45,710
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$60.00	$ 161,160
Terrace 2	2391	100	12	2279	$50.00	$ 113,950
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 492,010

Expenses / Deductions				
Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$200,000		$ 200,000
Support 1 Guarantee	$0	10,000		$ 10,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 368,520
Adjusted Gross Potential				$ 123,490

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: CAKE

A. The addition of support is by mutual agreement. DakhaBrakha - $10,000 flat

II. Offer Financials

A. $200,000 Flat. Will provide local backline, mirror ball + addition light per 2023/2024 rider.
B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.
C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

III. Deal Points

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

IV. Ticketing

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

V. Production

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

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

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

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

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

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $200,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) upon satisfactory completion of services herein required on Tuesday, July 9, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Tuesday, July 9, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

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

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

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

CONTRACTOR'S POWER AND AUTHORITY

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

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

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

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-110-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
RUNNIN' BEHIND, INC. F/S/O CHRIS YOUNG

2. The term of this Agreement is: **07/19/2024** through **07/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$205,000.00 ($200,000 FLAT plus potential paid bonuses on full priced tickets) See Exhibit B for payment details**

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

Exhibit A – Scope of Work **– To provide "Chris Young" at Pacific Amphitheatre on Friday, July 19, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
RUNNIN' BEHIND, INC. F/S/O CHRIS YOUNG

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Chris Young	$ 200,000
Support 1	Conner Smith	$ 20,000
Support 2	NA	$ -
Support 3	NA	$ -

Today's Date	06/14/23	Expiration Date	09/14/23	Revision Date	12/13/23
Performance Date	07/19/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb	Agency	WME Agency
Phone	310-849-4461	Email	gholcomb@wmeagency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$100.00	$ 43,100
Orchestra 1	1750	85	10	1655	$85.00	$ 140,675
Orchestra 2	748	85	10	653	$75.00	$ 48,975
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 532,685

Expenses / Deductions				
Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$200,000		$ 200,000
Support 1 Guarantee	$0	20,000		$ 20,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$378,520		$ 378,520
Adjusted Gross Potential				$ 154,165

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Chris Young

A. The addition of support is by mutual agreement. – Conner Smith - $20,000 flat.

II. Offer Financials

A. $200,000 flat plus (2) $2,500 bonuses at 7,204 and 7,704 tix paid. Discount ticket offers do not apply to bonuses.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets TBD.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	04/20/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$200,000 FLAT
		$202,500 at 7,204 full priced tickets sold
		$205,000 at 7,704 full priced tickets sold

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED FIVE THOUSAND DOLLARS ($205,000.00) ($200,000.00 FLAT; $202,500.00 at 7,204 tickets sold; $205,000.00 at 7,704 tickets sold) upon satisfactory completion of services herein required on Friday, July 19, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 19, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

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

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

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

CONTRACTOR'S POWER AND AUTHORITY

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

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

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

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-111-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
STR TOURING, INC. F/S/O CONNOR SMITH

2. The term of this Agreement is: **07/19/2024** through **07/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$20,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work **– To provide "Connor Smith" at Pacific Amphitheatre on Friday, July 19, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
STR TOURING, INC. F/S/O CONNOR SMITH

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Chris Young	
Support 1	Conner Smith	$ 20,000
Support 2	NA	$ -
Support 3	NA	$ -

Today's Date	01/08/24	Expiration Date	12/13/23	Revision Date	TBD
Performance Date	07/19/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb	Agency	WME Agency
Phone	310-849-4461	Email	gholcomb@wmeagency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$100.00	$ 43,100
Orchestra 1	1750	85	10	1655	$85.00	$ 140,675
Orchestra 2	748	85	10	653	$75.00	$ 48,975
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 532,685

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	20,000		$ 20,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$178,520		$ 178,520
Adjusted Gross Potential				$ 354,165

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Conner Smith to support Chris Young

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $20,000 flat.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Support 20 complimentary tickets.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
   a. Working areas are restricted to working personnel only.

VII. Merchandise
A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.

D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

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

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $20,000

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY THOUSAND DOLLARS ($20,000.00) upon satisfactory completion of services herein required on Friday, July 19, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 19, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

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

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

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

CONTRACTOR'S POWER AND AUTHORITY

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

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

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

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-112-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
GREY RIBBON LLC F/S/O THE ENGLISH BEAT

2. The term of this Agreement is: **07/26/2024** through **07/26/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$20,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work **– To provide "The English Beat" at Pacific Amphitheatre on Friday, July 26, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
GREY RIBBON LLC F/S/O THE ENGLISH BEAT

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Bryan Vastano, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
United Talent Agency
9336 Civic Center Drive, Beverly Hills, CA 90210
(615) 564-2580 bryan.vastano@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	UB40	$ -
Support 1	The English Beat	$ 20,000
Support 2	NA	
Support 3	NA	

Today's Date	05/14/24	Expiration Date	09/14/23	Revision Date	TBD
Performance Date	mutual 2024	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Bryan Vastano	Agency	UTA
Phone	615-564-2580	Email	bryan.vastano@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$75.00	$ 32,325
Orchestra 1	1750	85	10	1655	$65.00	$ 107,575
Orchestra 2	748	85	10	653	$55.00	$ 35,915
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$45.00	$ 120,870
Terrace 2	2391	100	12	2279	$35.00	$ 79,765
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 376,450

Expenses / Deductions				
Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	20,000		$ 20,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$178,520		$ 178,520
Adjusted Gross Potential				$ 197,930

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: The English Beat

A. The addition of support is by mutual agreement. Direct support to UB40

II. Offer Financials

A. $20,000 flat

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Artist is allotted 20 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	04/20/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $20,000

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY THOUSAND DOLLARS ($20,000.00) upon satisfactory completion of services herein required on Friday, July 26, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 26, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

MEDIA – STILL PHOTOGRAPHY

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

SOUND, VIDEO AND LIGHTS

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

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

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

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

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

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

ARTIST-SPONSORED PUBLIC MEETINGS

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

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

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

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

CONTRACTOR'S POWER AND AUTHORITY

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

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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

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

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

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

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

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

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

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

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

Procedure 0001

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

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

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

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

Distribution: OCFEC Staff and Contractors

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

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

Procedure 0002

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

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

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

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

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

Procedure 0003

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

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

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

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

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

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

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

Procedure: Pacific Amphitheatre public meet & greets.

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

Procedure 0004

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

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

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

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

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

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

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

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

Procedure 0005

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

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

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

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

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

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

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

Procedure 0006

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

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

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

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

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

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

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

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

Procedure 0007

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

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

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

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

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

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-113-24PA

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

REVEREND HORTON HEAT INC. F/S/O REVEREND HORTON HEAT

2. The term of this Agreement is: **07/28/2024** through **07/28/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$20,000.00**
See Exhibit B for payment details

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

Exhibit A – Scope of Work **– To provide "Reverend Horton Heat" at Pacific Amphitheatre on Sunday, July 28, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

REVEREND HORTON HEAT INC. F/S/O REVEREND HORTON HEAT

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Scott Weiss, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Atomic Music Group
638 Lindero Canyon Road, Suite 261, Oak Park, CA 91377
(818) 889-1588 scott@atomicmusicgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	X	
Support 1	The Reverend Horton Heat	$ 20,000
Support 2	Request Nekromantix	
Support 3		

Today's Date	04/15/24	Expiration Date	04/18/24	Revision Date	TBD
Performance Date	07/28/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Scott Weiss	Agency	Atomic Music Group
Phone	818-889-1588	Email	scott@atomicmusicgroup.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$ 29,955
Orchestra 1	1750	85	10	1655	$59.50	$ 98,473
Orchestra 2	748	85	10	653	$49.50	$ 32,324
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$39.50	$ 106,097
Terrace 2	2391	100	12	2279	$29.50	$ 67,231
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 334,078

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	20,000		$ 20,000
Support 2 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Fair Admission	$15.00	115,560		$ 115,560
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 294,080
Adjusted Gross Potential				$ 39,998

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: THE REVEREND HORTON HEAT

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $20,000 flat. Support X - 1st act TBD ANNOUNCE 4/22, PRESALE 4/25 ONSALE 4/27

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Artist is allotted 20 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

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

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

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

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $20,000

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY THOUSAND DOLLARS ($20,000.00) upon satisfactory completion of services herein required on Sunday, July 28, 2024.

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

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-114-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
JOHNNYSWIM, LLC F/S/O JOHNNYSWIM

2. The term of this Agreement is: **08/22/2024** through **08/22/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$30,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "JOHNNYSWIM" at Pacific Amphitheatre on Thursday, August 22, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
JOHNNYSWIM, LLC F/S/O JOHNNYSWIM

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Ashley Mowry, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Wasserman Music
10900 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024
(646) 388-7811 ash.mowry@teamwass.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

JOHNNYSWIM, LLC F/S/O JOHNNYSWIM California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	NEEDTOBREATHE	
Support 1	**Johnnyswim**	$ 30,000
Support 2	NA	$ -
Support 3		$ -

Today's Date	04/09/24	Expiration Date	04/10/24	Revision Date	
Performance Date	08/22/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Ashley Mowry	Agency	Wasserman
Phone	646-388-7811	Email	ash.mowry@teamwass.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$80.00	$ 34,480
Orchestra 1	1750	85	10	1655	$70.00	$ 115,850
Orchestra 2	748	85	10	653	$60.00	$ 39,180
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$50.00	$ 134,300
Terrace 2	2391	100	12	2279	$40.00	$ 91,160
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 414,970

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	30,000		$ 30,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$188,520		$ 188,520
Adjusted Gross Potential				$ 226,450

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Johnnyswim (trio)

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $30,000 flat to support NEEDTOBREATHE

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Support Artist is allotted 20 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	04/20/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $30,000

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of THIRTY THOUSAND DOLLARS ($30,000.00) upon satisfactory completion of services herein required on Thursday, August 22, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, August 22, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:
        i. the dangers of drug abuse in the workplace;
        ii. the person's or organization's policy of maintaining a drug-free workplace;
        iii. any available counseling, rehabilitation and employee assistance programs; and,
        iv. penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the proposed Agreement will:
        i. receive a copy of the company's drug-free workplace policy statement; and,
        ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

    Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-115-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
THE SPRINGTHORPE BROTHERS CORP F/S/O RICK SPRINGFIELD

2. The term of this Agreement is: **08/15/2024** through **08/15/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$52,500.00 ($50,000 FLAT plus potential paid bonuses on full priced tickets) See Exhibit B for payment details**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Rick Springfield" at Pacific Amphitheatre on Thursday, August 15, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
THE SPRINGTHORPE BROTHERS CORP F/S/O RICK SPRINGFIELD

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Rick Springfield/Richard Marx solo acoustic	$ 50,000
Support 1		
Support 2		
Support 3		

Today's Date	11/17/23	Expiration Date	12/15/23	Revision Date	02/20/24
Performance Date	08/15/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb/Ron Kaplan	Agency	WME/Reliant
Phone	310-859-4461	Email	gholcomb@WMEAgency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$75.00	$ 32,325
Orchestra 1	1750	85	10	1655	$55.00	$ 91,025
Orchestra 2	748	85	10	653	$45.00	$ 29,385
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$35.00	$ 94,010
Terrace 2	2391	100	12	2279	$35.00	$ 79,765
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 326,510

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$50,000		$ 50,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 208,520
Adjusted Gross Potential				$ 117,990

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Rick Springfield & Richard Marx solo acoustic – 2 hour show

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $50,000 flat plus (2) $1250 bonuses at 7204 and 7704 full price tickets for Rick Springfield & Richard Marx solo acoustic. Offer contingent on both acts confirming. Discount offers do not apply to bonuses.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

I. Request one meet & greet with each Artist.

J. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Each Headline Artist is allotted 30 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____	04/20/2024
Talent Buyer	Date
_____	_____
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$50,000 FLAT
		$51,250 at 7,204 full priced tickets sold
		$52,500 at 7,704 full priced tickets sold

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS ($52,500.00) ($50,000.00 FLAT; $51,250.00 at 7,204 tickets sold; $52,500.00 at 7,704 tickets sold) upon satisfactory completion of services herein required on Thursday, August 15, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, August 15, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-116-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

92 TOURING, LLC F/S/O QUINN XCII

2. The term of this Agreement is: **07/24/2024** through **07/24/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$105,000.00 ($100,000.00 FLAT plus backline buyout)**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Quinn XCII" at Pacific Amphitheatre on Wednesday, July 24, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

92 TOURING, LLC F/S/O QUINN XCII

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Shannon Casey, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Wasserman Music
10900 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024
(217) 714-2488 nsokolski@teamwass.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

JOHNNYSWIM, LLC F/S/O JOHNNYSWIM California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Co-Headliner	CANNONS	
Co-Headliner	QUINNXCII	$ 100,000
Support 2	dj tbd	$ 1,500
Support 3		

Today's Date	04/22/24	Expiration Date	04/22/24	Revision Date	
Performance Date	07/24/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Shannon Casey	Agency	Wasserman
Phone	217-714-2488	Email	nsokolski@teamwass.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$89.50	$ 38,575
Orchestra 1	1750	85	10	1655	$79.50	$ 131,573
Orchestra 2	748	85	10	653	$69.50	$ 45,384
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$59.50	$ 159,817
Terrace 2	2391	100	12	2279	$49.50	$ 112,811
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 488,158

Expenses / Deductions				
Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	100,000		$ 100,000
Support 2 Guarantee	$0	1,500		$ 1,500
House Expenses	$0	105,000		$ 105,000
	$0			$ -
Advertising	$0	15,000		$ 15,000
Fair Admission	$15.00	115,560		$ 115,560
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 375,580
Adjusted Gross Potential				$ 112,578

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: CANNONS

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $100,000 FLAT plus $5,000 backline buyout for QUINNXCII Co-Headline. CANNONS to close. Announce 4/23 at 10AM, Venue Presale 4/25 at 10AM Public Onsale Saturday, 4/27 at 10AM. Cannons - Palm Tree Festival in Dana Point OK.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Co Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support tbd.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	04/20/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$100,000.00
	5220-72	$ 5,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED FIVE THOUSAND DOLLARS ($105,000.00) ($100,000.00 FLAT plus $5,000.00 backline buyout) upon satisfactory completion of services herein required on Wednesday, July 24, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 24, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-117-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
STACHE, INC. dba THE M & M GROUP F/S/O LOS TUCANES DE TIJUANA / JOSS FAVELA

2. The term of this Agreement is: **07/14/2024** through **07/14/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$215,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Los Tucanes de Tijuana" and "Joss Favela" at Pacific Amphitheatre on Sunday, July 14, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
STACHE, INC. dba THE M & M GROUP F/S/O LOS TUCANES DE TIJUANA / JOSS FAVELA

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Michael Scafuto, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
The M & M Group
16872 Bolsa Chica Street, Suite 204, Huntington Beach, CA 92649
(714) 846-6600 michael@mm-group.org

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Los Tucanes de Tijuana	$ 190,000
Support 1	Voz De Mando	$ 25,000
Support 2		
Support 3		

Today's Date	08/27/23	Expiration Date	10/27/23	Revision Date	01/16/24
Performance Date	07/14/23	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Michael Scafuto	Agency	M&M Group
Phone	714-846-6600	Email	michael@mm-group.org

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$100.00	$ 43,100
Orchestra 1	1750	85	10	1655	$80.00	$ 132,400
Orchestra 2	748	85	10	653	$70.00	$ 45,710
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$60.00	$ 161,160
Terrace 2	2391	100	12	2279	$50.00	$ 113,950
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 496,320

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$190,000		$ 190,000
Support 1 Guarantee	$0	25,000		$ 25,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 373,520
Adjusted Gross Potential				$ 122,800

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Los Tucanes de Tijuana

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $190,000 flat for Los Tucanes de Tijuana. $25,000 for Voz De Mando. ANNOUNCE JAN 23 PRESALE JAN 25 ONSALE JAN 27. SHOW WILL REMAIN ONSALE AS SOON AS IT IS LAUNCHED.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

I. Request one meet & greet with each Artist.

J. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support 20.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

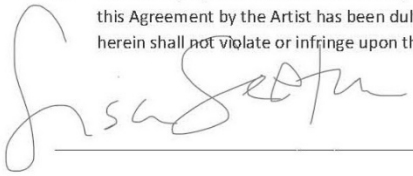
A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.



04/20/24

Talent Buyer — Date

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $215,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED FIFTEEN THOUSAND DOLLARS ($215,000.00) upon satisfactory completion of services herein required on Sunday, July 14, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 14, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ____ A ____ F MC

AGREEMENT NUMBER
SA-119-24FT
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER

CONTRACTOR NAME
C&B DISPLAYS LLC

2. The term of this Agreement is: **06/12/2024** through **08/30/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$39,200.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To install and remove temporary museum walls, faux brick walls and staging for the 2024 OC Fair. See Page 2 for additional details.	Pages 1-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this Agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC 04/2017 (Attached hereto as part of this Agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this Agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this Agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this Agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this Agreement)	Pages 20-24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
C&B DISPLAYS LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Phillip Bailey, Owner

CONTRACTOR BUSINESS ADDRESS
5 Watson, Irvine, CA 92618
(949) 226-8900 / phil@cb-displays.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, California 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER
Christine Gunst, Exhibit and Education Supervisor
(714) 708-1877

C&B Displays LLC
Phillip Bailey, Owner
(949) 226-8900

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

CONTRACTOR AGREES:

1. To provide labor at a rate of ONE HUNDRED DOLLARS ($100.00) per hour to assemble, install and dismantle Mila Wall- System Series 400 walls, faux brick walls, wood towers, plastic staging, display units and props in the Los Alamitos and Anaheim Buildings. Total labor not to exceed three-hundred ninety two (392) hours.
2. To provide labor to assemble and install up to two-hundred seventy (270) 32nd District Agricultural Association (District)-owned Mila Wall-System Series 400 walls in the Los Alamitos Building between June 12 and June 19, 2024.
3. To provide labor to assemble and install up to fifty (50) Mila Wall-System Series 400 walls and twenty-seven (27) 4-foot by 8-foot (4' x 8') District-owned faux brick walls, each in the Anaheim Building between June 12 and June 19, 2024.
4. To provide labor to assemble and install up to two (2) wood towers to be installed on top of stage platform in the Anaheim Building between June 12 and June 19, 2024. Wood towers contain a total of eight (8) 4-foot by 8-foot (4' x 8') walls. Attach to wood towers 4 shelving units.
5. To provide labor to assemble and set-up plastic staging in the Anaheim Building. Each stage section contains eight (8) legs that must be installed as part of the set-up and coro-board and fabric covers. Staging consists of up to seventy (70) 3-foot by 8-foot (3' x 8') sections and four (4) three-foot by 4-foot (3' x 4') sections.
6. To provide labor to place and wire three (3) bookcases and place twenty-five (25) spools on top of stage platforms, place no more than thirteen (13) glass display cases on bases and assemble seven (7) pallet columns each approximately thirty inches wide and ten feet high and place on top of stage platforms.
7. To provide labor to dismantle and prepare for storage in District storage racks up to three-hundred twenty (320) Mila Wall- System Series 400 walls on August 21 - August 23.
8. To provide labor to dismantle and prepare for storage on District pallets components of two (2) wood towers, seventy-four (74) sections of plastic staging and coro-board, twenty-seven (27) faux brick walls, twenty-five (25) spools, thirteen (13) glass display cases and seven (7) pallet columns on August 21 - August 23.
9. To verify any and all of Contractor's paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the

EXHIBIT A – SCOPE OF WORK (CONT.)

Contractor, is not a registered sex offender per the Megan's Law registry and Exhibit F.

10. District reserves the right to terminate any contract at any time, with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To pay Contractor ONE HUNDRED DOLLARS ($100.00) per hour for labor to assemble, install and dismantle Mila Wall- System Series 400 walls, faux brick walls, wood towers and plastic staging in the Los Alamitos and Anaheim Buildings.
2. To pay Contractor a total sum not to exceed THIRTY NINE THOUSAND TWO HUNDRED DOLLARS ($39,200.00) upon satisfactory completion of services herein provided and upon receipt of proper invoices.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-44

PAYMENT PROVISIONS:

On receipt upon satisfactory completion of services herein required and upon receipt of proper invoice.

Contractor to submit invoices in accordance with two installments as follows: June 19, 2024 after installation completion in the amount of $19,600, and August 23, 2024 after dismantle completion in the amount of $19,600.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 52379. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 4

(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the Contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that they are fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this Agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL AND TRANSPORTATION

Contractor is responsible for all necessary travel, fuel and transportation.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full upon satisfactory completion of the event and receipt of proper invoice.

12. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

13. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this Agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

15. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

16. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

17. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

18. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

19. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

20. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

21. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

22. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

23. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

24. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge. Identification badge must be worn at all times while on the property, when entering and while working on the grounds. Badge shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

25. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

26. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-120-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ALL WINS ENTERTAINMENT LLC F/S/O ERIC BELLINGER

2. The term of this Agreement is: **07/25/2024** through **07/25/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$25,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Eric Bellinger" at Pacific Amphitheatre on Thursday, July 25, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ALL WINS ENTERTAINMENT LLC F/S/O ERIC BELLINGER

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Kyle Carter, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Independent Artists Group
10585 Santa Monica Blvd., Los Angeles, CA 90025
(310) 888-4272 kcarter@independentartistsgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Keyshia Cole	$ 175,000
Support 1	JOE	
Support 2	Eric Bellinger	$ 25,000
Support 3		

Today's Date	04/17/24	Expiration Date	04/24/24	Revision Date	04/24/24
Performance Date	07/25/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Kyle Carter	Agency	Indepdent Artist Group
Phone	310-888-4272	Email	kcarter@independentartistgroup.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$135.00	$ 58,185
Orchestra 1	1750	85	10	1655	$115.00	$ 190,325
Orchestra 2	748	85	10	653	$95.00	$ 62,035
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$75.00	$ 201,450
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0		$ -
Total	8156	400	52	7704		$ 637,340

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$175,000		$ 175,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	25,000		$ 25,000
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Fair Admission	$15	115,560		$ 115,560
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 474,080
Adjusted Gross Potential				$ 163,260

EXHIBIT A – SCOPE OF WORK (CONT.)

Performer Offered: KEYSHIA COLE, ERIC BELLINGER

A. The addition of support is by mutual agreement.

I. Offer Financials

A. $175,000 FLAT FOR KEYSHIA COLE. $25,000 FLAT FOR ERIC BELLINGER TO SUPPORT. OFFER TO CAA FOR JOE. Venue will provide backline per attached invoice, and additional console, but no video wall, only production as described on production website: pacamp.com/production password: production - any production needs that is not on the website will be at the expense of the artist. MUST ANNOUNCE 4/30 – 10AM, VENUE PRESALE 5/2 -10AM PUBLIC ONSALE 5/4-10AM

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

II. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show. PECHANGA OK AS LONG AS THERE ARE NO ON SALE OR AD RESTRICTIONS FOR OUR SHOW

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

I. Request one meet & greet with each Artist.

J. Request one media interview with each Artist.

III. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. KEYSHIA COLE is allotted 30 Orchestra complimentary tickets for this performance. Eric Bellinger 20 artist comps.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

IV. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.

EXHIBIT A – SCOPE OF WORK (CONT.)

4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

V. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VI. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.

B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.

C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.

D. If required, every person entering any part of the Venue must adhere to health and safety protocols.

E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

F. California State law will be enforced.

VIII. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

IX. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	05/19/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $25,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon satisfactory completion of services herein required on Thursday, July 25, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 25, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ☐ A ☐ F ☐

AGREEMENT NUMBER
SA-122-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CITY OF COSTA MESA

2. The term of this Agreement is: **07/1/2024** through **08/20/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$314,747.50**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for 2024 OC Fair	Page 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
City of Costa Mesa

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Lori Ann Farrell Harrison, City Manager

CONTRACTOR BUSINESS ADDRESS
P.O Box 1200, Costa Mesa, CA 92626

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Love Hertel, Director
Phone Number (714) 708-1885

Costa Mesa Police Department
Ron Lawrence, Chief of Police
Phone Number (714) 754-5117

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for twenty-three (23) operating days during the 2024 OC Fair.
2. The dates, times, and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
4. To attend a pre-fair Parking Operations coordination meeting with District staff in June 2024. Meeting times and locations shall be mutually agreed upon by the Contractor and the District.
5. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
6. To close City streets in unison with the efforts of the District's Parking Department. The Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
7. To provide a weekly summary report of the previous week's activities each Wednesday *(July 24, July 31, August 7, and August 14),* including the *date on which services were rendered, employee names/titles, shift start/end time, and employee's hourly rate.*
8. To submit the invoice to the District for services performed during the 2024 OC Fair no later than sixty (60) days after the expiration of the term of the agreement.
9. Invoicing shall include: *date on which services were rendered, employee names/titles, shift start/end time, and employee's hourly rate.*
10. Both Parties reserve the right to terminate this Agreement at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the Contract.

DISTRICT AGREES:

1. To notify the Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule in Exhibit B, the total amount not to exceed THREE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY SEVEN DOLAARS AND 50/100 ($314,747.5). Notwithstanding the foregoing, if the Contractor's compensation reaches $314,747 prior to the end of the term of this Agreement, the District and the Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover the Contractor's services for the remainder of the term of this Agreement. If such an increase is needed, the District and Contractor will negotiate in good faith to determine the amount of such

increase and enter into a written Amendment to this Agreement should reflect such an increased amount. If the District and Contractor do not agree upon an increased compensation amount and the Contractor's compensation reaches $314,747, the Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.

3. Payment will be made no more than thirty (30) days after the satisfactory completion of services herein required and upon receipt of the proper itemized invoice.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 52382. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)

PAYMENT RATES:

CITY OF COSTA MESA
RATE DETERMINATION
Effective July 1, 2024

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates [3]

Other City Positions	Straight Time [1]	Special Event Overtime Rate [2]
Animal Control Officer	$51	$62
Assistant Engineer	$63	$78
Associate Engineer	$79	$97
Associate Planner	$68	$98
Chief Plans Examiner	$90	$110
Code Enforcement Officer II	$49	$61
Communications Officer	$56	$69
Communications Supervisor	$65	$80
Community Services Specialist	$42	$52
Construction Inspector	$54	$66
Crime Prevention Specialist	$50	$61
Crime Scene Investigator	$51	$63
Equipment Mechanic II	$45	$55
Equipment Mechanic III	$48	$59
Facilities Maintenance Technician	$43	$53
Lead Equipment Mechanic	$54	$67
Lead Maintenance Worker	$51	$63
Maintenance Services Manager	$81	$100
Maintenance Supervisor	$60	$74
Maintenance Worker (Maint Assistant/Worker)	$39	$47
Office Specialist I	$34	$42
Office Specialist II	$36	$45
Park Ranger	$47	$57
Plan Check Engineer	$82	$101
Principal Planner	$94	$135
Property and Evidence Specialist	$48	$59
Senior Maintenance Worker	$42	$52
Senior Combination Building Inspector	$70	$101

Fire/Police Positions	Straight Time [1]	Special Event Overtime Rate [2]
Battalion Chief	$141	$202
Fire Captain	$105	$151
Fire Engineer	$91	$130
Firefighter	$79	$113
Firefighter - Paramedic	$87	$125
Police Aide	$60	$67
Police Lieutenant	$135	$193
Police Officer	$84	$120
Police Officer (Motorcycle)	$88	$125
Police Officer (K9)	$92	$132
Police Recruit	$74	$83
Police Reserve Officer	$94	$105
Police Sergeant	$103	$147
Police Sergeant (Motorcycle)	$107	$153
Police Support Services Reserve	$40	$44
Senior Police Officer	$88	$126
Senior Police Officer (Motorcycle)	$92	$132

Community Risk Reduction Team

Positions	Straight	OT
Assistant Fire Marshal	$75	$92
Assistant Fire Chief - Non Sworn/Fire Marshal	$103	$127
Code Enforcement Officer I	$49	$61
Fire Protection Specialist	$59	$73

Other Positions		
Police Records Technician	$37	$46
Senior Police Records Technician	$40	$49

Notes - Rates are based on most recent applicable Memorandum of Understanding.

[1] Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

[2] Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

[3] These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from, or in any way related to Contractor's performance or nonperformance of this Agreement however caused or alleged to have been caused.

   To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused.

   Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its Contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, District, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this Contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the Contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said Contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the Contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the Contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the Contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this Contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this Contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ☐ A ☐ F ☐

AGREEMENT NUMBER
SA-123-24YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CITY OF COSTA MESA

2. The term of this Agreement is: **07/1/2024** through **6/30/25** **FED ID:**

3. The maximum amount of this Agreement is: **$118,090.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for year-round events at the OC Fair & Event Center	Page 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
City of Costa Mesa

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Lori Ann Farrell Harrison, City Manager

CONTRACTOR BUSINESS ADDRESS
P.O Box 1200, Costa Mesa, CA 92626

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Love Hertel, Director
Phone Number (714) 708-1885

Costa Mesa Police Department
Ron Lawrence, Chief of Police
Phone Number (714) 754-5117

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service during designated Year-Round Events at the OC Fair & Event Center.
2. To provide traffic management personnel for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
4. To close City streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
5. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
6. To submit invoice to District for services performed during year-round events no later than thirty (30) days after conclusion of event.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start/end time, hours worked, employee's hourly rate and post-event summary report of field operations, including a description of services performed.
8. Both Parties reserve the right to terminate this Agreement, at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule in Exhibit B, total amount not to exceed One Hundred Eighteen Thousand Ninety Dollars and 00/100 ($118,090.00). Notwithstanding the foregoing, if Contractor's compensation reaches $118,090 prior to the end of the term of this Agreement, District and Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover Contractor's services for the remainder of the term of this Agreement. If such increase is needed, District and Contractor will negotiate in good faith to determine the amount of such increase and enter into a written

amendment to this Agreement to reflect such increased amount. If District and Contractor do not agree upon an increased compensation amount and Contractor's compensation reaches $118,090, Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.

3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 52381. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)

PAYMENT RATES:

CITY OF COSTA MESA
RATE DETERMINATION
Effective July 1, 2024

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates [3]

Other City Positions	Straight Time [1]	Special Event Overtime Rate [2]
Animal Control Officer	$51	$62
Assistant Engineer	$63	$78
Associate Engineer	$79	$97
Associate Planner	$68	$98
Chief Plans Examiner	$90	$110
Code Enforcement Officer II	$49	$61
Communications Officer	$56	$69
Communications Supervisor	$65	$80
Community Services Specialist	$42	$52
Construction Inspector	$54	$66
Crime Prevention Specialist	$50	$61
Crime Scene Investigator	$51	$63
Equipment Mechanic II	$45	$55
Equipment Mechanic III	$48	$59
Facilities Maintenance Technician	$43	$53
Lead Equipment Mechanic	$54	$67
Lead Maintenance Worker	$51	$63
Maintenance Services Manager	$81	$100
Maintenance Supervisor	$60	$74
Maintenance Worker (Maint Assistant/Worker)	$39	$47
Office Specialist I	$34	$42
Office Specialist II	$36	$45
Park Ranger	$47	$57
Plan Check Engineer	$82	$101
Principal Planner	$94	$135
Property and Evidence Specialist	$48	$59
Senior Maintenance Worker	$42	$52
Senior Combination Building Inspector	$70	$101

Fire/Police Positions	Straight Time [1]	Special Event Overtime Rate [2]
Battalion Chief	$141	$202
Fire Captain	$105	$151
Fire Engineer	$91	$130
Firefighter	$79	$113
Firefighter - Paramedic	$87	$125
Police Aide	$60	$67
Police Lieutenant	$135	$193
Police Officer	$84	$120
Police Officer (Motorcycle)	$88	$125
Police Officer (K9)	$92	$132
Police Recruit	$74	$83
Police Reserve Officer	$94	$105
Police Sergeant	$103	$147
Police Sergeant (Motorcycle)	$107	$153
Police Support Services Reserve	$40	$44
Senior Police Officer	$88	$126
Senior Police Officer (Motorcycle)	$92	$132

Community Risk Reduction Team

Positions	Straight	OT
Assistant Fire Marshal	$75	$92
Assistant Fire Chief - Non Sworn/Fire Marshal	$103	$127
Code Enforcement Officer I	$49	$61
Fire Protection Specialist	$59	$73

Other Positions		
Police Records Technician	$37	$46
Senior Police Records Technician	$40	$49

Notes - Rates are based on most recent applicable Memorandum of Understanding.

[1] Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

[2] Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

[3] These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from, or in any way related to Contractor's performance or nonperformance of this Agreement however caused or alleged to have been caused.

   To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused.

   Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its Contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, District, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this Contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the Contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said Contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the Contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the Contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the Contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this Contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this Contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-124-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
THE TRUSTEE FOR TASH SULTANA SOUR LEMON TRUST F/S/O TASH SULTANA

2. The term of this Agreement is: **07/10/2024** through **07/10/2024** **FED ID:** **Foreign TIN:**

3. The maximum amount of this Agreement is: **$155,000.00 ($125,000.00 FLAT plus potential paid bonuses on full priced tickets and production buyout.) See Exhibit B for payment details**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Tash Sultana" at Pacific Amphitheatre on Wednesday, July 10, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
THE TRUSTEE FOR TASH SULTANA SOUR LEMON TRUST F/S/O TASH SULTANA

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Aaron Pinkus, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Wasserman Music
10900 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024
(831) 375-4889 apinkus@teamwass.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

JOHNNYSWIM, LLC F/S/O JOHNNYSWIM California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	TASH SULTANA	$ 125,000
Support 1		
Support 2		
Support 3		

Today's Date	03/15/24	Expiration Date	03/23/24	Revision Date	04/18/24
Performance Date	07/10/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Aaron Pinkus	Agency	Wasserman
Phone	831-375-4889	Email	apinkus@teamwass.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$80.00	$ 34,480
Orchestra 1	1750	85	10	1655	$70.00	$ 115,850
Orchestra 2	748	85	10	653	$60.00	$ 39,180
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$50.00	$ 134,300
Terrace 2	2391	100	12	2279	$40.00	$ 91,160
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 414,970

Expenses / Deductions				
Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$125,000		$ 125,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Potential Bonuses	$0	25,000		$ 25,000
Advertising	$0	15,000		$ 15,000
Fair Admission	$15.00	115,560		$ 115,560
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 424,080
Adjusted Gross Potential				$ (9,110)

I. Performer Offered: TASH SULTANA

EXHIBIT A – SCOPE OF WORK (CONT.)

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $125,000 flat plus (4) $6,250 bonus at 6,204, 6,704, 7,204 and 7,704 tix paid. Plus $5,000 production buyout. Discount ticket offers do not apply to bonuses. This is a pre fair show and ticket includes fair admission for Wednesdays & Thursdays during the fair July 19 – August 18.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

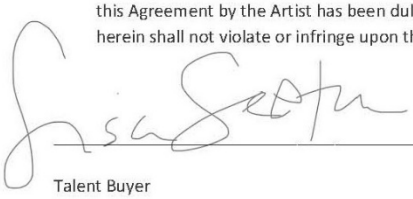
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.



05/23/24

Talent Buyer — Date

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$125,000.00
		$131,250.00 at 6,204 full priced tickets sold
		$137,500.00 at 6,704 full priced tickets sold
		$143,750.00 at 7,204 full priced tickets sold
		$150,000.00 at 7,704 full priced tickets sold
	5220-72	$5,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS ($155,000.00) ($125,000.00 FLAT; $136,250.00 at 6,204 full priced tickets sold inclusive of $5,000.00 production buyout; $142,500.00 at 6,704 full priced tickets sold inclusive of $5,000.00 production buyout; $148,750.00 at 7,204 full priced tickets sold inclusive of $5,000.00 production buyout; and $155,000.00 at 7,704 full priced tickets sold inclusive of $5,000.00 production buyout) upon satisfactory completion of services herein required on Wednesday, July 10, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 10, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-125-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SHROUD OF TOUR, INC. F/S/O COUNTING CROWS

2. The term of this Agreement is: **08/31/2024** through **08/31/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$200,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Counting Crows" at Pacific Amphitheatre on Saturday, August 31, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

SHROUD OF TOUR, INC. F/S/O COUNTING CROWS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Allyna Sanchez, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Creative Artists Agency
2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2227 allyna.sanchez@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Counting Crows	$ 200,000
Support 1	tbd	$ 10,000
Support 2		
Support 3		

Today's Date	10/25/23	Expiration Date	12/15/23	Revision Date	12/14/23
Performance Date	08/31/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Allyna Sanchez	Agency	CAA
Phone	424-288-2227	Email	allyna.sanchez@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$105.00	$ 45,255
Orchestra 1	1750	85	10	1655	$90.00	$ 148,950
Orchestra 2	748	85	10	653	$75.00	$ 48,975
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$60.00	$ 161,160
Terrace 2	2391	100	12	2279	$45.00	$ 102,555
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 506,895

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$200,000		$ 200,000
Support 1 Guarantee	$0	10,000		$ 10,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 368,520
Adjusted Gross Potential				$ 138,375

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: COUNTING CROWS

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $200,000 Flat. No VIP Upsells.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

I. Request one meet & greet with each Artist.

J. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 40 Orchestra complimentary tickets for this performance. Support 20 comp tickets.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

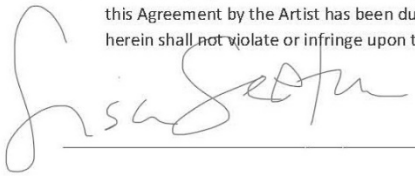
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.



05/19/24

Talent Buyer — Date

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $200,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) upon satisfactory completion of services herein required on Saturday, August 31, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, August 31, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ____ A ____ F mc

AGREEMENT NUMBER
SA-126-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER

CONTRACTOR NAME
CHEF RAY PRESENTS

2. The term of this Agreement is: **07/18/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$21,410.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To demonstrate and create fruit and vegetable sculptures at the 2024 OC Fair. See Page 2 for additional details.	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this Agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	Pages 4 – 7
Exhibit D – Special Terms and Conditions – CCC 04/2017 (Attached hereto as part of this Agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this Agreement)	Pages 12 – 14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this Agreement)	Pages 15 – 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this Agreement)	Pages 17 – 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this Agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CHEF RAY PRESENTS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Ray L. Duey, Owner

CONTRACTOR BUSINESS ADDRESS
2028 Kenway Court, Lodi, California 95242
(310) 800-8626 / raylduey@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, California 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER
Christine Gunst, Competitive Programs Supervisor
(714) 708-1555

Chef Ray Presents
Ray Duey, Owner
(310) 800-8626

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. To demonstrate the art of fruit and vegetable sculpting and create said sculptures in the OC Fair Promenade, during the 2024 OC Fair, July 19 through August 18 (Wednesdays through Sundays) at a cost of SEVEN HUNDRED FIFTY DOLLARS ($750.00) per day.
2. To provide black table cover with skirt and logo, all required tools, all required produce, and a sound system.
3. To carve from 11:00 a.m. to 8:00 p.m. daily to various music pieces, provided by Contractor.
4. To interact with guests by carving small trinkets, such as carrot jewelry and hairpieces, as a takeaway.
5. Sculptures to include pieces highlighting the Promenade theme "Sand & Sea."
6. To provide Certificate of Insurance as outlined in Exhibit E.
7. To verify any and all of Contractor's paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry and Exhibit F.
8. District reserves the right to terminate any contract at any time, with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide one (1) space no less than 10-feet by 10-feet for demonstration and exhibit purposes in the OC Promenade at no cost to Contractor. Final space shall be determined by the District.
2. To provide two (2) tables, each 8-feet in length.
3. To provide one (1) trash/compost receptacle near the Contractor's space.
4. To provide refrigeration/display case to display sculptures.
5. To provide admission and parking credentials, as necessary.
6. To provide the monetary equivalent for thirty-two (32) hotel nights, checking in July 18, 2024 and checking out August 19, 2024 at a rate of ONE HUNDRED THIRTY DOLLARS ($130.00) per night.
7. To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND FOUR HUNDRED TEN DOLLARS ($21,410.00) upon satisfactory completion of services herein provided and upon receipt of proper invoice.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-29

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND FOUR HUNDRED TEN DOLLARS ($21,410.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

Contractor to submit invoices in accordance with four installments as follows: July 26, 2024, August 2, 2024, August 9, 2024, and final payment August 19, 2024. Each invoice shall not exceed $5352.50.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 52385. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 4
(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the Contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that they are fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this Agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL AND TRANSPORTATION

Contractor is responsible for all necessary travel, fuel and transportation.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full upon satisfactory completion of the event and receipt of proper invoice.

12. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

13. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this Agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

15. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

16. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

17. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

18. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

19. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

20. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

21. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

22. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

23. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

24. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge. Identification badge must be worn at all times while on the property, when entering and while working on the grounds. Badge shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

25. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

26. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-127-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

DAY OFF TOURING, INC. F/S/O BIG TIME RUSH

2. The term of this Agreement is: **08/30/2024** through **08/30/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$300,000.00 ($250,000.00 FLAT plus potential paid bonuses on full priced tickets.) See Exhibit B for payment details**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Big Time Rush" at Pacific Amphitheatre on Friday, August 30, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

DAY OFF TOURING, INC. F/S/O BIG TIME RUSH

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Allyna Sanchez, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Creative Artists Agency
2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2227 allyna.sanchez@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	BIG TIME RUSH	$ 250,000
Support 1	CRASH ADAMS	$ 10,000
Support 2		
Support 3		

Today's Date	01/24/24	Expiration Date	01/24/24	Revision Date	TBD
Performance Date	08/30/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Allyna Sanchez	Agency	CAA
Phone	424-288-2227	Email	allyna.sanchez@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$125.00	$ 53,875
Orchestra 1	1750	85	10	1655	$100.00	$ 165,500
Orchestra 2	748	85	10	653	$85.00	$ 55,505
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$45.00	$ 102,555
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 552,025

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$250,000		$ 250,000
Support 1 Guarantee	$0	10,000		$ 10,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Potential Bonuses	$0	50,000		$ 50,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 468,520
Adjusted Gross Potential				$ 83,505

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: BIG TIME RUSH

A. The addition of support is by mutual agreement. Crash Adams - $10,000 flat.

II. Offer Financials

A. $250,000 flat for Big Time Rush plus (1) $25,000 bonus at 7,204 tix paid and another (1) $25,000 bonus at 7,704 tix paid. Bonuses are based on full priced tickets only. Tickets sold through discount offers do not apply to bonuses. Bonuses are to be based on customer sales only. Purchaser will not sell additional tickets to tour in order to reach bonus point.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 40 Orchestra complimentary tickets for this performance. Support 10 comps.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer	Date 05/19/24
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$250,000.00
		$275,000.00 at 7,204 full priced tickets sold
		$300,000.00 at 7,704 full priced tickets sold

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) ($250,000.00 FLAT; $275,000.00 at 7,204 full priced tickets sold; and $300,000.00 at 7,704 full priced tickets sold) upon satisfactory completion of services herein required on Friday, August 30, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 30, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-128-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
RED COUCH GROUP INC. F/S/O CRASH ADAMS

2. The term of this Agreement is: **08/30/2024** through **08/30/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$10,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Crash Adams" at Pacific Amphitheatre on Friday, August 30, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
RED COUCH GROUP INC. F/S/O CRASH ADAMS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Allyna Sanchez, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2227 allyna.sanchez@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	BIG TIME RUSH	$ 250,000
Support 1	CRASH ADAMS	$ 10,000
Support 2		
Support 3		

Today's Date	01/24/24	Expiration Date	01/24/24	Revision Date	TBD
Performance Date	08/30/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Allyna Sanchez	Agency	CAA
Phone	424-288-2227	Email	allyna.sanchez@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$125.00	$ 53,875
Orchestra 1	1750	85	10	1655	$100.00	$ 165,500
Orchestra 2	748	85	10	653	$85.00	$ 55,505
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$45.00	$ 102,555
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 552,025

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$250,000		$ 250,000
Support 1 Guarantee	$0	10,000		$ 10,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Potential Bonuses	$0	50,000		$ 50,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 468,520
Adjusted Gross Potential				$ 83,505

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: BIG TIME RUSH

A. The addition of support is by mutual agreement. Crash Adams - $10,000 flat.

II. Offer Financials

A. $250,000 flat for Big Time Rush plus (1) $25,000 bonus at 7,204 tix paid and another (1) $25,000 bonus at 7,704 tix paid. Bonuses are based on full priced tickets only. Tickets sold through discount offers do not apply to bonuses. Bonuses are to be based on customer sales only. Purchaser will not sell additional tickets to tour in order to reach bonus point.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 40 Orchestra complimentary tickets for this performance. Support 10 comps.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer	Date: 05/19/24
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $10,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TEN THOUSAND DOLLARS ($10,000.00) upon satisfactory completion of services herein required on Friday, August 30, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 30, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-129-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
GET RIGHT INC. F/S/O BONNIE RAITT

2. The term of this Agreement is: **09/14/2024** through **09/14/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$225,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Bonnie Raitt" at Pacific Amphitheatre on Saturday, September 14, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
GET RIGHT INC. F/S/O BONNIE RAITT

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Allyna Sanchez / Brett Steinberg, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2227 allyna.sanchez@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Bonnie Raitt	$ 225,000
Support 1	tbd support	
Support 2		
Support 3		

Today's Date	10/12/23	Expiration Date	11/01/23	Revision Date	TBD
Performance Date	09/14/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Allyna Sanchez / Brett Steinberg	Agency	CAA
Phone	424-288-2227	Email	allyna.sanchez@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$100.00	$ 43,100
Orchestra 1	1750	85	10	1655	$85.00	$ 140,675
Orchestra 2	748	85	10	653	$75.00	$ 48,975
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 532,685

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$225,000		$ 225,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 383,520
Adjusted Gross Potential				$ 149,165

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: BONNIE RAITT

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $225,000 FLAT.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

I. Request one meet & greet with each Artist.

J. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 50 Orchestra complimentary tickets for this performance. Support 10

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____	05/19/24
Talent Buyer	Date
_____	_____
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $225,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS ($225,000.00) upon satisfactory completion of services herein required on Saturday, September 14, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, September 14, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-131-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Emily Shebish

2. The term of this Agreement is: **07/18/2024** through **08/18/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$4,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Veterinary Services at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Emily Shebish

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Emily Shebish

CONTRACTOR BUSINESS ADDRESS
359 E Pearl St, Pomona, CA 91767
(909) 868-8202, drshebish@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

Emily Shebish
(909) 868-8202, drshebish@gmail.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide veterinary services from July 19 – August 18 for the 2024 OC Fair.

2. To work under the direction of the Livestock Program Supervisor or designated appointee.

3. To perform services on grounds at the following days and times:
   A. **Friday, July 19**, from 8:00 a.m. to approximately 11:30 a.m. for general animal inspection services. Inspections **MUST** be completed before the OC Fair opens (before 11:00 a.m.) and a post inspections report must be given to the Livestock Supervisor or designated appointee after the inspection.
   B. **Tuesday, July 23**, from 9 a.m. until the end of large market animal weigh-in (approx. 3 p.m.) for inspection of all market animals and dairy cattle and review of exhibitors Certificates of Animal Medications.
   C. **Wednesday, July 31, August 7 and August 14**, from 8:00 a.m. to approximately 11:30 a.m. for general animal inspection services. Inspections **MUST** be completed before the OC Fair opens (before 11:00 a.m.) and a post inspections report must be given to the Livestock Supervisor or designated appointee after each inspection.

4. To be on call for emergencies when not scheduled to be present on grounds.

5. To support the policies and decisions of District Management.

6. To provide proof of Malpractice Insurance, General Liability.

EXHIBIT A – SCOPE OF WORK (CONT.)

7. To provide proof of Workers' Compensation Insurance.

8. To perform services at the rate of ONE HUNDRED AND SIXTY ($160.00) per hour.

9. To provide to the District an invoice for services rendered within 30 days following the close of the 2024 OC Fair, but no later than September 18, 2024. Invoice shall be itemized by date work was performed, hours worked and hourly rate. Contractor shall only be paid for actual services rendered.

10. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.

11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. On call services must not exceed two (2) hours unless there is an extreme emergency.

2. To provide necessary admission and parking permissions to the Contractor.

3. To pay Contractor ONE HUNDRED AND SIXTY ($160.00) per hour for a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 30 delivered via the postal service.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE HUNDRED AND SIXTY ($160.00) per hour for a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 30 delivered via the postal service.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-132-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Global Livestock and Exotics

2. The term of this Agreement is: **08/13/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$8,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Educational Exotic Animal Exhibit at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Global Livestock and Exotics

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Ray Mena, Owner

CONTRACTOR BUSINESS ADDRESS
4163 Pedley Ave, Norco, CA 92860
(909) 714-4656; globallivestock@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

GLOBAL LIVESTOCK AND EXOTICS
Ray Mena
(909) 714-4656; globallivestock@yahoo.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an educational exotic animal exhibit and educational talks in the Livestock area from August 14 – August 18 for the 2024 OC Fair.
2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 13, 2024. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To include in the exhibit zebras, parrot, warthog, kookaburra, bison, swans, African crowned crane and reindeer.
4. To staff the exhibit during all hours of operation, including, but not limited to Wednesdays through Sundays, from 11:00 a.m. - 10:00 p.m.
5. To set up the display on Tuesday, August 13, 2024 at a time to be arranged with the District.
6. To provide three (3) twenty to thirty (20-30)-minute educational talks, daily at 1:30 p.m., 3:30 p.m., and 5:30 p.m.
7. To dismantle and remove the exhibit on Monday, August 19, 2024 at a time to be determined by the District.
8. To provide a professional, customer friendly staff during OC Fair hours and adhere to the District's Standard of Conduct Policies.

EXHIBIT A – SCOPE OF WORK (CONT.)

9. To provide high-quality care for the animals involved during the duration of the contract. State personnel have the right to inspect animals and their accommodations.
10. The District shall not be responsible for meal and mileage reimbursement.
11. To provide proof of insurance.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide a 100' x 100' free span structure space in the Livestock area at the 2024 OC Fair.
2. To provide parking for one (1) livestock trailer and (1) RV camping trailer with access to water and electric hook-ups within the Livestock area.
3. To provide bagged shavings, straw and/or dirt as bedding for the animals on exhibit.
4. To provide signage for the exhibit area.
5. To provide access to electricity.
6. To provide local hotel accommodations for one (1) rooms at the District's expense, from Tuesday, August 13, through Sunday, August 18, 2024. Should the District be unable to secure appropriate and reasonable hotel accommodations the Contractor will be reimbursed, in addition to the contracted amount, ONE HUNDRED and FIFTY DOLLARS ($150.00) per night, per room which includes all hotel expenses such as taxes and parking fees. The Contractor must provide receipts to the District for hotel expenses, but not to exceed ONE HUNDRED and FIFTY DOLLARS ($150.00) per night.
7. To provide necessary admission credentials and parking passes to the Contractor.
8. To pay Contractor a total sum not to exceed EIGHT THOUSAND DOLLARS ($8,000.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the US Mail.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52400. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed EIGHT THOUSAND DOLLARS ($8,000.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 4

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING
OC Fair & Event Center
Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-133-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
GREAT AMERICAN ENTERTAINMENT COMPANY, LLC

2. The term of this Agreement is: **07/16/2024** through **08/18/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$34,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide The Great American Petting Zoo at the 2024 OC Fair	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 21-25
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Great American Entertainment Company, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Pamela Jaeger, Administrative Coordinator

CONTRACTOR BUSINESS ADDRESS
5396 S. US Hwy 281, Stephenville, TX 76401
(760) 937-6363, info@greatamericanpettingzoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

GREAT AMERICAN ENTERTAINMENT COMPANY, LLC
Pamela Jaeger
(760) 937-6363, info@greatamericanpettingzoo.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide the "Great American Petting Zoo" from July 19 – August 18 for the 2024 OC Fair.

2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, July 16. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To set up the exhibit Tuesday, July 16, and/or Wednesday, July 17, 2024, at a time to be determined by the Livestock Supervisor. Setup must be completed by 6:00 p.m., Wednesday, July 17, 2024.

4. To begin teardown and removal of the exhibit no earlier than Sunday, August 18, 2024, at 11:00 p.m. Contractor must receive approval from the District prior to tearing down the exhibit. Further, tear-down will not begin until all OC Fair guests have exited the petting zoo containment area.

5. The petting zoo shall be open continuously Wednesday – Sunday, from 11:00 a.m. to 9:00 p.m. (10 hours)

6. Animals are to occupy an approximately 20' x 60' space with appropriate signage and will include kangaroos (Bennett's wallabies), llamas, miniature donkeys, calves, and Vietnamese potbelly pigs.

EXHIBIT A – SCOPE OF WORK (CONT.)

7. To provide two (2) managers to ensure the zoo is kept clean through all hours of operation as well as Mondays and Tuesdays when the Fair is closed, and additional uniformed staff to operate the zoo.

8. To provide educational information signage, handouts, or operational video tapes, to the public.

9. To maintain a hand washing station using supplies provided by the District.

10. To purchase straw, shavings, and alfalfa through the Livestock Department Office.

11. To provide the District proof of insurance. This contract is contingent upon obtaining the required insurance coverage effective for July and August 2024.

12. To sell animal feed to the public for $5.00 per unit or two (2) units for $8.00 and $1.00 for feed from the coin machines. Contractor to retain all proceeds from the sale of feed. Contractor shall also be permitted to sell Contractor-branded coloring books and stuffed animals without commission to the District for the 2024 OC Fair. Merchandise shall be charged at the following rates: a. Animals Adventures at the Farm coloring book: $5 each, b. Assorted Stuffed Animals: $5 - $25 each. Contractor to provide a comprehensive report for all sales (feed and merchandise) to the District no later than August 31, 2024. Report must include the total amount of feed sold in quantity and/or dollars broken down by each day of the OC Fair and submitted to Evy Young at 88 Fair Drive, Costa Mesa, CA 92626 or eyoung@ocfair.com.

13. The location of the petting zoo will be at the discretion of the District and may changed from previous years.

14. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

15. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide a 35' x 70' space for a 20' x 60' petting zoo.

2. To provide space for two (2) RV camper trailers near the petting zoo to house the animals at night or to give them a break during the day.

3. To provide water and electricity (3 20-amp & 1 30-amp circuit) within 50' of petting farm.

4. To provide dumpsters for daily cleaning.

5. To provide security staff in the general area for overnight monitoring of the exhibit.

6. To provide one (1) 10' x 10' tent with side walls for storing feed to be delivered on Thursday, July 17.

7. To provide credentials for petting zoo employees for the run of the 2024 OC Fair.

8. To provide space for two (2) vehicles to park, beyond public view, for the run of the 2024 OC Fair.

9. To provide a hand washing station and all necessary supplies to maintain the station.

10. To allow Contractor to retain all feed-related sales and sell Contractor-branded items at no commission to the District. All items must be pre-approved by the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

11. To pay the Contractor a total sum not to exceed THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($34,500.00) upon satisfactory completion of work and the close out of bills owed for straw and shavings to the Livestock Office at the OC Fair. Payment for services will be scheduled to be received on Sunday, August 18, 2024 pending the receipt of payment for any bills owed to the OC Fair.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-62

PAYMENT PROVISIONS:

Payment will be made on Sunday, August 18, 2024 upon satisfactory completion of services herein required, receipt of payment for all bills owed to the OC Fair and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52391. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($34,500.00) upon satisfactory completion of work and the close out of bills owed for straw and shavings to the Livestock Office at the OC Fair. Payment for services will be scheduled to be received on Sunday, August 18, 2024 pending the receipt of payment for any bills owed to the OC Fair.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-134-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
KRUSE FEED & SUPPLY

2. The term of this Agreement is: **07/22/2024** through **07/28/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide a feed store outreach booth during the 2024 OC Fair	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Kruse Feed & Supply

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Wes Alcott, Owner

CONTRACTOR BUSINESS ADDRESS
2300 E. Lambert Road, La Habra, CA 90631
(562) 690-6998; wes.alcott@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

KRUSE FEED & SUPPLY
Wes Alcott
(562) 690-6998; wes.alcott@gmail.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide a display of livestock show equipment for OC Fair Market Livestock exhibitors beginning Monday, July 22, 2024 through Sunday, July 28, 2024.
   A. To set up the exhibit on Monday, July 22, 2024 at a time to be arranged by the District.

   B. To staff the exhibit during all hours of operation, including, but not limited to Wednesdays through Sundays, from 11:00 a.m. - 10:00 p.m.

   C. To begin removal of the exhibit and all display materials on Sunday, July 28. Contractor must receive approval from the District prior to teardown.

2. To supply tools, equipment and/or tack necessary to maintain exhibit.

3. To provide information to the District for signage.

4. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

5. To provide the District proof of insurance.

EXHIBIT A – SCOPE OF WORK (CONT.)

6. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

7. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area.

2. To provide necessary admission credentials and parking passes to Contractor.

3. To allow Contractor to retain all sales and sell Contractor-branded items at no commission to the District.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-135-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Linda Bell

2. The term of this Agreement is: **08/11/2024** through **08/11/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide two additional Youth Rabbit, Open Rabbit and Open Cavy Show at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Linda Bell

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Linda Bell

CONTRACTOR BUSINESS ADDRESS
P.O. Box 292360, Phelan, CA 92329
(951) 323-4085; rabbitjudge500@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

Linda Bell
(951) 323-4085; rabbitjudge500@yahoo.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To host two additional of each of the following shows: youth rabbits, open rabbits and open cavies show in tandem with the OC Fair rabbit and cavy shows on Sunday, August 11, 2024.

2. To check-in exhibitors between 6:45 – 8:30 a.m. on the day of the show.

3. To break all classes and create the judging schedule for both the additional rabbit and cavy shows and OC Fair rabbit and cavy shows.

4. To fill out ARBA and ACBA leg paperwork for both the OC Fair and additional shows by the set ARBA and ACBA reporting deadlines.

5. To submit breed club reports for both the OC Fair and additional shows by the required deadlines.

6. To allow OC Fair staff to review any promotional material for the shows.

7. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.

8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

EXHIBIT A – SCOPE OF WORK (CONT.)

9. The State reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide necessary admission and parking credentials to Contractor and assistants.

2. All supplies related to judging including judging tables, judging cages, scale, scorecards, entry paperwork, sound system and show clerks.

3. To allow the Contractor to collect a $4.00 entry fee per rabbit or cavy entered in the additional shows. All entry fees collected will be retained by contractor.

4. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

5. To pay Contractor a total sum not to exceed FIVE HUNDRED DOLLARS ($500.00) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52392. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed FIVE HUNDRED DOLLARS ($500.00) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-136-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Rockie Mooney

2. The term of this Agreement is: **08/13/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$1,400.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Education Bird Exhibit at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Rockie Mooney

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Rockie Mooney

CONTRACTOR BUSINESS ADDRESS
15319 Domart Ave, Norwalk, CA 90650
(562) 292-9859, nick_moon86@hotmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

Rockie Mooney
(562) 292-9859, nick_moon86@hotmail.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an educational game bird-related display in the Livestock area from August 14 - 18 for the 2024 OC Fair.

2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 13. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide a variety of game birds to be used for display. Contractor will be required to create displays in fourteen (14) aviaries.

4. To set up the exhibit on Tuesday, August 13, 2024 at a time to be determined by the District.

5. To remove the display on Monday, August 19, 2024, between the hours of 8:00 a.m. and 4:00 p.m.

6. To staff the exhibit during all hours of operation, including, but not limited to Wednesdays through Sundays, from 11:00 a.m. - 10:00 p.m.

7. To maintain exhibit throughout the term of the Agreement. Maintenance shall include signage, plants, educational materials and any necessary cleaning.

EXHIBIT A – SCOPE OF WORK (CONT.)

8. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.

9. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

10. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide space for the bird-related exhibit. Exact size and location to be determined by the District.

2. To provide fourteen (14) aviary cages for birds to be housed in.

3. To provide tables and chairs, as determined necessary by the District.

4. To provide necessary admission credentials and parking passes to Contractor.

5. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

6. To pay Contractor a total sum not to exceed ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52393. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 4

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-137-24-FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Sarah Martin

2. The term of this Agreement is: **08/13/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$2,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Education Dairy Goat & Rabbit Exhibit at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Sarah Martin

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Sarah Martin

CONTRACTOR BUSINESS ADDRESS
14856 Anconda St, Whittier, CA 90603
(562) 360-4084, sarah.m.martin98@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

Sarah Martin
(562) 360-4084, sarah.m.martin98@gmail.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide educational dairy goat-related exhibit and display in the Livestock area from August 14 - August 18 for the 2024 OC Fair.

2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 13. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide approximately 30 dairy goats and 8 rabbits for display during 2024 OC Fair public hours.

4. To set up the exhibit on Tuesday, August 13, 2024 at a time to be determined by the District.

5. To staff the exhibit during all hours of operation, including, but not limited to Wednesdays through Sundays, from 11:00 a.m. - 10:00 p.m.

6. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.

7. To begin removal the exhibit and all display materials on Sunday, August 18, 2024, after 10 p.m. Contractor must receive approval from the District prior to teardown. All material must be removed by Monday, August 19, 2024 by 12 p.m.

EXHIBIT A – SCOPE OF WORK (CONT.)

8. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

9. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.

10. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

11. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area to be determined by the district with access to electricity and water.

2. To provide bedding (straw and/or shavings) for animals on display.

3. To provide necessary admission credentials and parking passes to Contractor.

4. To provide local hotel accommodations for one (1) room at the District's expense, from Tuesday, August 13, through Monday, August 19, 2024. Should the District be unable to secure appropriate and reasonable hotel accommodations the Contractor will be reimbursed, in addition to the contracted amount, ONE HUNDRED and FIFTY DOLLARS ($150.00) per night, per room which includes all hotel expenses such as taxes and parking fees. The Contractor must provide receipts to the District for hotel expenses, but not to exceed ONE HUNDRED and FIFTY DOLLARS ($150.00) per night.

5. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

6. To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52394. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-138-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Tanaka Farms LLC

2. The term of this Agreement is: **08/13/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$4,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Educational Agriculture Exhibit at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Tanaka Farms LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Tanaka, Owner

CONTRACTOR BUSINESS ADDRESS
5380 University Drive, Irvine, CA 92612
(949) 285-4521; shelmarie@tanakafarms.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

TANAKA FARMS LLC
Ken Tanaka
(949) 285-4521; shelmarie@tanakafarms.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide educational agriculture exhibit and display in the Livestock area from August 14 – August 18 for the 2024 OC Fair.

2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 13. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide agriculture related display items and various livestock for exhibit.

4. To set up the exhibit on Tuesday, August 13, 2024 at a time to be arranged with the District.

5. To staff the exhibit during all hours of operation, including, but not limited to Wednesday through Sundays, from 11:00 a.m. - 10:00 p.m.

6. To provide the District proof of Insurance.

7. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals and display items.

EXHIBIT A – SCOPE OF WORK (CONT.)

8. To remove the exhibit and all display materials by Monday, August 19, 2023, at a time to be arranged with the District. Contractor must receive approval from the District prior to teardown.

9. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

10. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.

11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

12. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area.

2. To provide pens for animals to be housed in, exact size to be determined by the District.

3. To provide bedding (shavings or straw) for animals on display.

4. To provide necessary admission credentials and parking passes to Contractor.

5. To pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 30 and delivered via US Mail.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 92395. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-139-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Theresa Vargas

2. The term of this Agreement is: **08/13/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$1,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Education Chicken Exhibit at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Theresa Vargas

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Theresa Vargas

CONTRACTOR BUSINESS ADDRESS
PO Box 26112, Santa Ana, CA 92799
(714) 580-2827, varkoo@protonmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

THERESA VARGAS
Theresa Vargas
(714) 580-2827, varkoo@protonmail.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an educational chicken exhibit in the Livestock area from August 14 – 18 for the 2024 OC Fair.
2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 13, 2024. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To set up the exhibit on Tuesday, August 13, 2024 at a time to be arranged with the District.
4. To provide staffing, signage, feed, supplies, and equipment necessary to maintain exhibit.
5. To remove the exhibit no earlier than Sunday, August 18, 2024 at 10:00 p.m. Contractor must receive approval from the District prior to tear down.
6. Contractor fee is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
7. To provide professional, customer friendly service during OC Fair hours and adhere to the District's Standard of Conduct Policies.

EXHIBIT A – SCOPE OF WORK (CONT.)

8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

9. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide space for the exhibit in the Livestock area. Final size and location shall be determined by the District.

2. To provide a chicken coop set-up to house chickens in.

3. To provide straw and shavings as bedding as necessary.

4. To provide necessary admission credential(s) and parking passes to Contractor.

5. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

6. To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 30 and delivered via US Mail.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 92396. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING
OC Fair & Event Center
Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-141-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CURLYTOP, LLC F/S/O KYLIE MORGAN

2. The term of this Agreement is: **08/07/2024** through **08/07/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$8,500.00 ($7,500 FLAT plus travel and backline buy out)**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Kylie Morgan" at Pacific Amphitheatre on Wednesday, August 7, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CURLYTOP, LLC F/S/O KYLIE MORGAN

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Walker Hayes	
Support 1	Kylie Morgan	$ 7,500
Support 2	NA	$ -
Support 3	NA	$ -

Today's Date	02/08/24	Expiration Date	01/31/24	Revision Date	02/08/24
Performance Date	8/7/2024	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb	Agency	WME Agency
Phone	310-859-4461	Email	gholcomb@wmeagency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$100.00	$ 43,100
Orchestra 1	1750	85	10	1655	$80.00	$ 132,400
Orchestra 2	748	85	10	653	$70.00	$ 45,710
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$60.00	$ 161,160
Terrace 2	2391	100	12	2279	$50.00	$ 113,950
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 496,320

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	7,500		$ 7,500
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$166,020		$ 166,020
Adjusted Gross Potential				$ 330,300

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Kylie Morgan to support Walker Hayes

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $7,500 flat plus $500 travel buyout. Plus $500 backline buyout

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Support 10 complimentary tickets.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer	05/25/24 Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$7,500,00 FLAT
	5220-72	$ 500.00 backline buyout
	5105-72	$ 500.00 travel buyout

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00) ($7,500.00 FLAT plus $500.00 backlink buyout and $500.00 travel buyout) upon satisfactory completion of services herein required on Wednesday, August 7, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, August 7, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-142-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

STACHE, INC. dba THE M & M GROUP F/S/O PAQUITA LA DEL BARRIO / LUPITA INFANTE / JACQIE RIVERA / FLOR DE TOLACHE

2. The term of this Agreement is: **08/25/2024** through **08/25/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$180,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Paquita la del Barrio," "Lupita Infante," "Jacqie Rivera" and "Flor de Tolache" at Pacific Amphitheatre on Sunday, August 25, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

STACHE, INC. dba THE M & M GROUP F/S/O PAQUITA LA DEL BARRIO / LUPITA INFANTE / JACQIE RIVERA / FLOR DE TOLACHE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Michael Scafuto, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

The M & M Group
16872 Bolsa Chica Street, Suite 204, Huntington Beach, CA 92649
(714) 846-6600 michael@mm-group.org

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Paquita La Del Barrio/Lupita Infante / Jacqie Rivera/Flor De Tolache	$ 180,000
Support 1		
Support 2		
Support 3		

Today's Date	05/01/24	Expiration Date	05/03/24	Revision Date	TBD
Performance Date	08/25/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Michael Scafuto	Agency	M&M Group
Phone	714-846-6600	Email	michael@mm-group.org

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$87.50	$ 37,713
Orchestra 1	1750	85	10	1655	$77.50	$ 128,263
Orchestra 2	748	85	10	653	$67.50	$ 44,078
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$57.50	$ 154,445
Terrace 2	2391	100	12	2279	$47.50	$ 108,253
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 472,750

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$180,000		$ 180,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Fair Admission	$15.00	115,560		$ 115,560
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 454,080
Adjusted Gross Potential				$ 18,670

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Paquita La Del Burrio / Lupita Infante / Jacqie Rivera / Flor De Tolace

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $180,000 flat for the package – Paquita Le Del Burrio / Lupita Infante / Jacqie Rivera/ Flor De Tolache. This is a post fair show and ticket includes fair admission for Wednesday & Thursdays during the OC Fair day July 19 – August 18. ANNOUNCE 5/14, VENUE PRESALE 5/16, PUBLIC ONSALE 5/18.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. 100 Orchestra complimentary tickets for this performance – total for all artists.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering
- A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
  1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
  2. There are no catering buyouts.
- B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
  1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
  2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
     a. Working areas are restricted to working personnel only.

VII. Merchandise
- A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
- A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
- B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
- C. Every person entering the backstage area must be able to be identified as someone who belongs there.
  1. Every person given access the backstage area identification/credentials verifying access.
- D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
- E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
- F. California State law will be enforced.

IX. Force Majeure.
- A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
  1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
- B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
- C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
- A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer	Date: 05/25/24
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $180,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED EIGHTY THOUSAND DOLLARS ($180,000.00) upon satisfactory completion of services herein required on Sunday, August 25, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 25, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may

be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS
NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS
The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE
If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY
Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ☐ A ☐ F MC

AGREEMENT NUMBER
SA-144-24YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Beach Boyz Contracting, Inc.

2. The term of this Agreement is: **06/10/2024** through **06/30/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$23,054.61**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To paint Silo patio and Oxen canopy at the OC Fair & Event Center	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Beach Boyz Contracting, Inc.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR BUSINESS ADDRESS
9121 Atlanta Ave., #845, Huntington Beach, CA 92646
Email: Beachboyzpainting@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, Chief Operating Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone Number (714) 708-1578

Beach Boyz Contracting, Inc.
949-510-8296, beachboyzpainting@yahoo.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

The patio structure located at the Orange County Fair and Event Center "Centennial Farm" is showing some damage on the paint due to the exposure to the sun, mold and mildew accumulated throughout the years. The purpose of painting the patio is to protect the integrity of the building and improve the curb appealing of the silo building.

Must work flexible hours for this project.

- Patio:

A) Pressure wash patio as necessary to remove loose paint, mildew, and debris from all paintable surfaces.
   - Contain chips and debris.
   - Don't let contaminated water to leave the job site.

B) Sand and scrape thoroughly on all metal beams and celling of the structure.
   - cover plants and walkways to prevent over spray.
   - Sand and scrape celling to improve the adhesion.
   - fill holes and cracks.

C) Primer all surface before painting.
   - Full coat primer, (all raw, rusted and peel areas.) treated with two-part primer to all beams.
   - Must light sand all surface after primer application for better adhesion for final top coat finish to metal for bounding purposes.

D) Paint colors TBD.
   - Structural beams two-part epoxy burgundy
   - Celling; polyurethane

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5339-97-24M09-A

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52372. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) Siteline Productions, Inc.	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Gerry Rubin	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING
OC Fair & Event Center
Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R MT A RL F MC

AGREEMENT NUMBER
SA-145-24SP **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
Knott's Berry Farm

2. The term of this Agreement is: **July 19, 2024 through August 18, 2024**

3. The amount of this Sponsorship Agreement **$3,429 (TRADE)**
Payment Terms:

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Knott's Berry Farm

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Mariah Fritzges

ADDRESS
8039 Beach Blvd., Buena Park, CA 90620

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Knott's Berry Farm
Mariah Fritzges
Mariah.fritzges@cedarfair.com

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

CONTRACTOR AGREES:

1. Knott's Berry Farm agrees to be a Sponsor at the 2024 OC Fair from July 19, 2024, to August 18, 2024
2. To provide pies and general admission tickets as trade in the value of THREE THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS AND EIGHTY CENTS ($3,429.80) Sixty-Five (65) pies and Twenty general admission tickets (20 tickets)
3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry

7. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions

DISTRICT AGREES:

1. To provide the Knott's Berry Farm with Sponsorship of the 2024 OC Fair and the OC Fair & Event Center property during the Term
2. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the Term of the agreement, subject to prior written approval of such uses by the District
3. To provide on-site signage in the form of:
    a. Branding on two (2) monitors on each side of the stage area during the competitions
4. To include Sponsor logo:
    a. In all applicable 2024 OC Fair collateral including printed maps at Fair kiosks (pending deadline).
    b. In all applicable 2024 OC Fair digital advertising, including digital calendar and schedule of events (pending deadline)
    c. Inclusion on the 2024 OC Fair web site with a link to the Sponsor web site (pending deadline)
    d. In the @The Fair e-newsletter, all issues during the Term

End of Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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:

EXHIBIT C – INSURANCE REQUIREMENTS

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

EXHIBIT C – INSURANCE REQUIREMENTS

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).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R MT A RL F MC

AGREEMENT NUMBER	
SA-146-24SP	**A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
T-Mobile US, Inc.

2. The term of this Agreement is: **July 1, 2024 through August 27, 2024**

3. The amount of this Sponsorship Agreement **$30,000 (CASH)**

Payment Terms:

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "You are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
T-Mobile US, Inc.

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Geri, Roper, Director, Network Engineering & Ops

ADDRESS
12920 SE 38th St., Bellevue, WA 98006

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

T-Mobile US, Inc.
Geri Roper, Director, Network Engineering & Ops
dpichardo@coastalbusinessgroup.net

Force Majeure

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

CONTRACTOR AGREES:

Work will be perform by two subcontractors, American Wireless Construction, and Alamon. Both subcontractors will provide their Certificate of Insurance.

1. That space(s) shall be used for the following purposes only**:** Installation and maintenance of one (1) truck mounted temporary cellular communications tower and related equipment.
2. To install and calibrate all equipment prior to July 19, 2024.
3. To work with District on reasonable and pre-approved access to Contractor installed equipment for maintenance and calibration purposes only. Contractors must check-in with the OC Fair & Event Center Safety & Security office in order to be granted access.
4. Vehicles may not access the property during the OC Fair operating hours, which are as follows: Wednesday, Thursday, and Sunday from 11:00 a.m. – 11:00 p.m. and Friday-Saturday from 11:00 a.m. – 12:00 a.m.
5. That all staff is properly uniformed with T-Mobile or Contractor attire and wear District issued badge at all times while on the property.

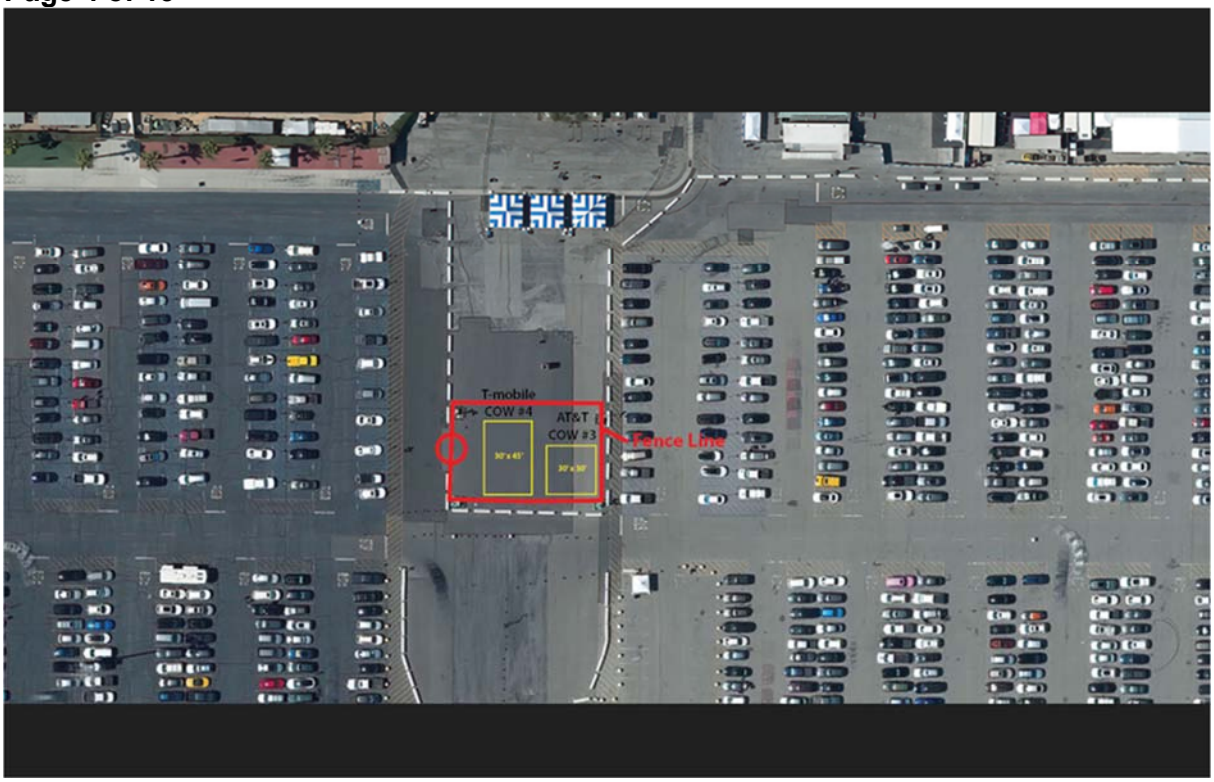
6. That all equipment and installation procedures must be pre-approved by the District and that generators must comply with District-approved noise levels.
7. To provide payment in the sum of THIRTY THOUSAND DOLLARS ($30,000.00) as a site fee, due upon execution of this agreement. Payment in full must be received upon execution of this agreement and prior to any equipment being loaded in on the District property.
8. Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

9. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Agency require the approval of the District prior to implementation.
10. To verify all Agency's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
11. To abide by the rules and regulations included in the 2024 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2024 OC Fair.
14. To remove all equipment and related materials no later than 11:59 p.m. on Tuesday, August 27, 2024.
    a. Load out cannot begin till August 23, 2024, due to impacted area.

DISTRICT AGREES:

1. To provide:
    a. One (1) 30'x45' space at Blue Gate – Please see spot marked map below.
2. To allow T -Mobile to install (1) tripod on roof of Park Plaza restroom with (1) vertical pipe, (1) Horizontal pipe and (2) small cell radios to support T -Mobile customers at event truck.
3. To allow Contractor to install and maintain conduits, pipes, cables and wires as necessary to operate equipment with pre-approval from the District.
4. To provide a mutually agreed number of credential badges and parking passes for working staff to access the property.
5. To provide (20) OC Fair general admission tickets (for business development)



End of Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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:

EXHIBIT C – INSURANCE REQUIREMENTS

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

EXHIBIT C – INSURANCE REQUIREMENTS

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).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R ____ A KK F mar

AGREEMENT NUMBER
SA-147-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Royal Restrooms of California, Inc.

2. The term of this Agreement is: **06/25/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$13,326.13**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To rent restroom trailers for Business Development for 2024 Fair at the OC Fair & Event	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8-11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-15
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 16-17
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19-23
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Royal Restrooms of California, Inc.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kristin Reynolds, Owner

CONTRACTOR BUSINESS ADDRESS
1452 N. Vasco Rd. #101, Livemore, CA 94551
Email: California@RoyalRestroomsCA.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, Chief Operating Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone Number (714) 708-1578

Royal Restrooms of California, Inc.
Kristin Reynolds, California@RoyalRestroomsCA.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

1. To rent to the District one Restroom Trailer units with ADA, 2 stall.
2. To provide the rental of Restroom Trailer units according to the scope.
3. The rental rate is inclusive of all equipment, equipment maintenance, fuel, tax, materials, tools, and labor necessary for the delivery, installation, equipment maintenance, removal, and pick-up of trailers.
4. The Restroom Trailer units shall be delivered and installed on June 25, 2024.
5. The Restroom Trailer units shall be removed and picked up between 8:00 a.m. to 2:30 p.m, on August 19, 2024, Unless otherwise directed by the District.
6. Contractor has certified Restroom Trailer unit is compliant with all federal, state, municipal, or local building codes, zoning ordinances, rules, laws, or other types of regulations or use codes.
7. Restroom Trailer unit shall meet state of California ADA specifications.
8. Restroom Trailer unit shall have hard pipe sewer connections (no holding tanks). Each unit shall have a single readily identifiable stub out for plumbing fixtures, including water supply as well as waste.
9. Contractor shall be responsible for Restroom Trailer unit placement, installation, and removal of all decking, ramps, stairs, seismic ties, etc. All ties shall be removed, and penetrations shall be repaired to original surface conditions. i.e. asphalt, dirt.

PREVAILING WAGE (If applicable)
Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

END EXHIBIT A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-20

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52408. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Payment Rate:

Rental - 55 days, 2 billing cycles - $11,900

Delivery - $50

Installation and Removal - $450

Tax - $926.13

Total: $13,326.13

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) Siteline Productions, Inc.	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Gerry Rubin	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R [ ] A [KK] F [mar]

AGREEMENT NUMBER
SA-148-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
United Rentals (North America) Inc.

2. The term of this Agreement is: **07/03/2024** through **09/06/2024** **FED #**

3. The maximum amount of this Agreement is: **$213,342.13**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide electrical rental for 2024 Fair at the OC Fair & Event Center	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
United Rentals (North America) Inc.

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR BUSINESS ADDRESS
9606 Firestone Blvd., Downey, CA 90241-5508

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone Number (714) 708-1578

United Rentals (North America) Inc.
Steve Croxford
Email:

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

Contractor agrees to provide the following electrical equipment rentals:

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
325	241/7275	CABLE 6/4 50 AMP 50'		22.00	36.00	99.00	87,750.00
110	2415362	SPIDER BOX PANEL GFCI		52.00	64.00	177.00	53,020.00
40	241/8010	CABLE BANDED 5 WIRE 50'		49.00	61.00	166.00	18,160.00
60	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		25.00	32.00	88.00	14,400.00
14	2414900	200 AMP CAM/50 AMP SPLITTER PANEL UL		97.00	137.00	375.00	14,336.00
6	241/4991	PIGTAIL #2 5' BANDED 5 WIRE W/FEMALE CAM		5.00	10.00	30.00	480.00
8	241/8005	CABLE BANDED 5 WIRE 25'		48.00	60.00	165.00	3,600.00
10	241/5230	DISTRIBUTION BOX 50 X 30 AMP RV		34.00	57.00	171.00	4,560.00
20	241/5989	CABLE TAIL 6/4 MALE		7.00	8.00	22.00	1,200.00
						Rental Subtotal:	197,506.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	254.830	EACH	254.83
1	PICKUP CHARGE	254.830	EACH	254.83
			Sales/Misc Subtotal:	509.66
			Agreement Subtotal:	198,015.66
			Tax:	15,326.47
			Estimated Total:	213,342.13

1. Price Inclusive

The price quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, insurance, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel or any other related services required. The District shall not be billed for any costs that were not included in the contract.

Damages and Lost of Rental Items: Contractor must present evident of damages caused by the District. Such evident must be in a form of either photos taken on the District premises or document signed by a Field Representative. When missing items occurs, the rental cost should stop immediately once the District notify the Contractor. The Contractor must present delivery slip before any compensation can be made. Compensation shall base on the condition of items and price must be equal or less compare to current industry value.

Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

END EXHIBIT A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52421. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) Siteline Productions, Inc.	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Gerry Rubin	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-149-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CANNONS TOURING INC F/S/O CANNONS

2. The term of this Agreement is: **07/24/2024** through **07/24/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$101,000.00 ($100,000.00 FLAT plus backline buyout)**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Cannons" at Pacific Amphitheatre on Wednesday, July 24, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CANNONS TOURING INC F/S/O CANNONS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Nate Sokolski / Shannon Casey, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Wasserman Music
10900 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024
(217) 714-2488 nsokolski@teamwass.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

JOHNNYSWIM, LLC F/S/O JOHNNYSWIM California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Co-Headliner	CANNONS	$ 100,000
Co-Headliner	QUINNXCII	
Support 2	dj tbd	
Support 3		

Today's Date	04/08/24	Expiration Date	04/15/24	Revision Date	04/22/24
Performance Date	07/24/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Nate Sokolski/Shannon Casey	Agency	Wasserman
Phone	217-714-2488	Email	nsokolski@teamwass.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$89.50	$ 38,575
Orchestra 1	1750	85	10	1655	$79.50	$ 131,573
Orchestra 2	748	85	10	653	$69.50	$ 45,384
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$59.50	$ 159,817
Terrace 2	2391	100	12	2279	$49.50	$ 112,811
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 488,158

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$100,000		$ 100,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
	$0			$ -
Advertising	$0	15,000		$ 15,000
Fair Admission	$15.00	115,560		$ 115,560
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 374,080
Adjusted Gross Potential				$ 114,078

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: CANNONS

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $100,000 FLAT for CANNONS Backline $1000 Buyout . QUINNXCII Co-Headline. CANNONS to close. Announce 4/23 at 10AM, Venue Presale 4/25 at 10AM Public Onsale Saturday, 4/27 at 10AM. Palm Tree Festival in Dana Point OK.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Co Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support tbd.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$100,000.00
	5220-72	$ 1,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED ONE THOUSAND DOLLARS ($101,000.00) ($100,000.00 FLAT plus $1,000.00 backline buyout) upon satisfactory completion of services herein required on Wednesday, July 24, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 24, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-150-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
FADE TWO BLACK INC. F/S/O JOE

2. The term of this Agreement is: **07/25/2024** through **07/25/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$75,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "JOE" at Pacific Amphitheatre on Thursday, July 25, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
FADE TWO BLACK INC. F/S/O JOE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Allyna Sanchez, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2227 allyna.sanchez@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Keyshia Cole	
Support 1	JOE	$ 75,000
Support 2	Eric Bellinger	
Support 3		

Today's Date	04/17/24	Expiration Date	04/24/24	Revision Date	04/24/24
Performance Date	07/25/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Allyna Sanchez	Agency	CAA
Phone	310-888-4272	Email	allyna.sanchez@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$135.00	$ 58,185
Orchestra 1	1750	85	10	1655	$115.00	$ 190,325
Orchestra 2	748	85	10	653	$95.00	$ 62,035
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$75.00	$ 201,450
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0		$ -
Total	8156	400	52	7704		$ 637,340

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	75,000		$ 75,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Fair Admission	$15	115,560		$ 115,560
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 349,080
Adjusted Gross Potential				$ 288,260

EXHIBIT A – SCOPE OF WORK (CONT.)

A. The addition of support is by mutual agreement.

I. Offer Financials
- A. $75,000 FLAT FOR JOE Keyshia Cole is the headliner
- B. Offer is all in and inclusive of all costs, including but not limited to; backline, extra labor, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.
- C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

II. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show. PECHANGA OK AS LONG AS THERE ARE NO ON SALE OR AD RESTRICTIONS FOR OUR SHOW
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.
- I. Request one meet & greet with each Artist.
- J. Request one media interview with each Artist.

III. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. JOE is allotted ~~20~~ 30 Orchestra complimentary tickets for this performance.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.
- E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

IV. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- **B. We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**
- C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- G. Front of stage barricades cannot be added once a performance goes on sale to the public.
- H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- J. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

V. Catering
- A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
  1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VI. Merchandise
   A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VII. Safety and Security
   A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
   B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
   C. Every person entering the backstage area must be able to be identified as someone who belongs there.
      1. Every person given access the backstage area identification/credentials verifying access.
   D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
   E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
   F. California State law will be enforced.

VIII. Force Majeure.
   A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
      1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
   B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
   C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

IX. Agreement
   A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	06/01/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $75,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) upon satisfactory completion of services herein required on Thursday, July 25, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 25, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-151-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
KC ON THE ROAD, INC. F/S/O KEYSHIA COLE

2. The term of this Agreement is: **07/25/2024** through **07/25/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$175,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Keyshia Cole" at Pacific Amphitheatre on Thursday, July 25, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
KC ON THE ROAD, INC. F/S/O KEYSHIA COLE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Kyle Carter, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Independent Artists Group
10585 Santa Monica Blvd., Los Angeles, CA 90025
(310) 888-4272 kcarter@independentartistsgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Keyshia Cole	$ 175,000
Support 1	JOE	
Support 2	Eric Bellinger	$ 25,000
Support 3		

Today's Date	04/17/24	Expiration Date	04/24/24	Revision Date	04/24/24
Performance Date	07/25/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Kyle Carter	Agency	Indepdent Artist Group
Phone	310-888-4272	Email	kcarter@independentartistgroup.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$135.00	$ 58,185
Orchestra 1	1750	85	10	1655	$115.00	$ 190,325
Orchestra 2	748	85	10	653	$95.00	$ 62,035
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$75.00	$ 201,450
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0		$ -
Total	8156	400	52	7704		$ 637,340

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$175,000		$ 175,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	25,000		$ 25,000
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Fair Admission	$15	115,560		$ 115,560
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 474,080
Adjusted Gross Potential				$ 163,260

EXHIBIT A – SCOPE OF WORK (CONT.)

Performer Offered: KEYSHIA COLE, ERIC BELLINGER

A. The addition of support is by mutual agreement.

I. Offer Financials

A. $175,000 FLAT FOR KEYSHIA COLE. $25,000 FLAT FOR ERIC BELLINGER TO SUPPORT. OFFER TO CAA FOR JOE. Venue will provide backline per attached invoice, and additional console, but no video wall, only production as described on production website: pacamp.com/production password: production - any production needs that is not on the website will be at the expense of the artist. MUST ANNOUNCE 4/30 – 10AM, VENUE PRESALE 5/2 -10AM PUBLIC ONSALE 5/4-10AM

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

C. Performances dates can be booked during the 2024 annual Fair (July 19 – August 18) or as a stand alone event before or after these dates.

II. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show. PECHANGA OK AS LONG AS THERE ARE NO ON SALE OR AD RESTRICTIONS FOR OUR SHOW

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

I. Request one meet & greet with each Artist.

J. Request one media interview with each Artist.

III. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. KEYSHIA COLE is allotted 30 Orchestra complimentary tickets for this performance. Eric Bellinger 20 artist comps.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

IV. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.

EXHIBIT A – SCOPE OF WORK (CONT.)

4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

V. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VI. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.

B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.

C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.

D. If required, every person entering any part of the Venue must adhere to health and safety protocols.

E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

F. California State law will be enforced.

VIII. Force Majeure.

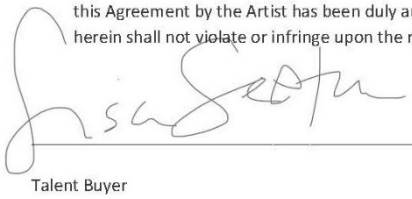
A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

IX. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.



06/01/24

Talent Buyer — Date

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $175,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($175,000.00) upon satisfactory completion of services herein required on Thursday, July 25, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 25, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-152-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
BIKINI TRILL LLC F/S/O BIKINI TRILL

2. The term of this Agreement is: **07/27/2024** through **07/27/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$2,500.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Bikini Trill" at Pacific Amphitheatre on Saturday, July 27, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
BIKINI TRILL LLC F/S/O BIKINI TRILL

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Ali Hendrick / Brandon Hughes, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Arrival Artists
1550 N. Damen, Suite 201, Chicago, IL 60622
(312) 380-2271 contracts@arrivalartists.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Sublime With Rome	$ 150,000
Support 1	Bikini Trill	$ 22,500
Support 2	NA	$ 2,500
Support 3	NA	$ -

Today's Date	06/06/24	Expiration Date	07/27/24	Revision Date	TBD
Performance Date	mutual 2024	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Bryan Vastano	Agency	UTA
Phone	615-564-2580	Email	bryan.vastano@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$80.00	$ 34,480
Orchestra 1	1750	85	10	1655	$70.00	$ 115,850
Orchestra 2	748	85	10	653	$60.00	$ 39,180
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$50.00	$ 134,300
Terrace 2	2391	100	12	2279	$40.00	$ 91,160
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 414,970

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$150,000		$ 150,000
Support 1 Guarantee	$0	22,500		$ 22,500
Support 2 Guarantee	$0	2,500		$ 2,500
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$333,520		$ 333,520
Adjusted Gross Potential				$ 81,450

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered:

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $150,000 flat for Sublime with Rome, $22,500 flat for Fortunate Youth, and $2,500 for Bikini Trill

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets TBD.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____	06/01/24
Talent Buyer	Date
_____	_____
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $2,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of services herein required on Saturday, July 27, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 27, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-153-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
FORTUNATE YOUTH LLC F/S/O FORTUNATE YOUTH

2. The term of this Agreement is: **07/27/2024** through **07/27/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$22,500.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Fortunate Youth" at Pacific Amphitheatre on Saturday, July 27, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
FORTUNATE YOUTH LLC F/S/O FORTUNATE YOUTH

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Steve Gordon, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
United Talent Agency
9336 Civic Center Drive, Beverly Hills, CA 90210
(310) 273-6700 gordon_s@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Sublime With Rome	$ 150,000
Support 1	Bikini Trill	$ 22,500
Support 2	NA	$ 2,500
Support 3	NA	$ -

Today's Date	06/06/24	Expiration Date	07/27/24	Revision Date	TBD
Performance Date	mutual 2024	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Bryan Vastano	Agency	UTA
Phone	615-564-2580	Email	bryan.vastano@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$80.00	$ 34,480
Orchestra 1	1750	85	10	1655	$70.00	$ 115,850
Orchestra 2	748	85	10	653	$60.00	$ 39,180
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$50.00	$ 134,300
Terrace 2	2391	100	12	2279	$40.00	$ 91,160
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 414,970

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$150,000		$ 150,000
Support 1 Guarantee	$0	22,500		$ 22,500
Support 2 Guarantee	$0	2,500		$ 2,500
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$333,520		$ 333,520
Adjusted Gross Potential				$ 81,450

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered:

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $150,000 flat for Sublime with Rome, $22,500 flat for Fortunate Youth, and $2,500 for Bikini Trill

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets TBD.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	06/01/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $22,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00) upon satisfactory completion of services herein required on Saturday, July 27, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 27, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-154-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
UNIVERSAL X CORPORATION F/S/O X

2. The term of this Agreement is: **07/28/2024** through **07/28/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$55,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "X" at Pacific Amphitheatre on Sunday, July 28, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
UNIVERSAL X CORPORATION F/S/O X

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o David Strunk, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
United Talent Agency
9336 Civic Center Drive, Beverly Hills, CA 90210
(310) 273-6700 david.strunk@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	X	$ 55,000
Support 1	The Reverend Horton Heat	
Support 2	Jonny Two Bags	
Support 3		

Today's Date	04/15/24	Expiration Date	04/18/24	Revision Date	TBD
Performance Date	07/28/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	David Strunk	Agency	United Talent Agency
Phone	310-273-6700	Email	david.strunk@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$ 29,955
Orchestra 1	1750	85	10	1655	$59.50	$ 98,473
Orchestra 2	748	85	10	653	$49.50	$ 32,324
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$39.50	$ 106,097
Terrace 2	2391	100	12	2279	$29.50	$ 67,231
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 334,078

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$55,000		$ 55,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Fair Admission	$15.00	115,560		$ 115,560
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 329,080
Adjusted Gross Potential				$ 4,998

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: X

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $55,000 flat. Support The Reverend Horton Heat and Jonny Two Bags. ANNOUNCE 4/23 – PRESALE 4/25, ONSALE 4/27

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 40 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____	06/01/24
Talent Buyer	Date
_____	_____
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $55,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIFTY FIVE THOUSAND DOLLARS ($55,000.00) upon satisfactory completion of services herein required Sunday, July 28, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-155-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
COMBO SWELL BEATS ENTERTAINMENT LLC F/S/O AWOLNATION

2. The term of this Agreement is: **08/27/2024** through **08/27/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$35,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "AWOLNATION" at Pacific Amphitheatre on Tuesday, August 27, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COMBO SWELL BEATS ENTERTAINMENT LLC F/S/O AWOLNATION

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	311	
Support 1	Awolnation	$ 35,000
Support 2	Neon Trees	
Support 3		

Today's Date	10/25/23	Expiration Date	11/20/23	Revision Date	03/04/24
Performance Date	08/27/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb	Agency	WME
Phone	310.859.4461	Email	GHolcomb@wmeentertainment.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$87.50	$ 37,713
Orchestra 1	1750	85	10	1655	$77.50	$ 128,263
Orchestra 2	748	85	10	653	$67.50	$ 44,078
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$57.50	$ 154,445
Terrace 2	2391	100	12	2279	$47.50	$ 108,253
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 472,750

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	35,000		$ 35,000
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Potential Bonuses	$0	25,000		$ 25,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 218,520
Adjusted Gross Potential				$ 254,230

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Awolnation

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $35,000 flat for Awolnation, support to 311

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. 100 artist complimentary tickets for this performance – total all bands.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

	06/01/24
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $35,000,00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of THIRTY FIVE THOUSAND DOLLARS ($35,000.00) upon satisfactory completion of services herein required on Tuesday, August 27, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Tuesday, August 27, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-156-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

HAMBA BABA PRODUCTIONS, INC. F/S/O TREVOR NOAH

2. The term of this Agreement is: **08/18/2024** through **08/18/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$243,750.00 ($225,000.00 FLAT plus potential paid bonuses on full priced tickets.) See Exhibit B for payment details**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Trevor Noah" at Pacific Amphitheatre on Sunday, August 18, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

HAMBA BABA PRODUCTIONS, INC. F/S/O TREVOR NOAH

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Matt Blake, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Creative Artists Agency
2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2790 matt.blake@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	**Trevor Noah**	**$225,000**
Support 1		
Support 2		$0

Today's Date	4/30/24	Expiration Date	4/30/24	Revision Date	TBD
Performance Date	8/18/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent	Matt Blake	Agency	CAA
Phone	424-288-2790		Matt.Blake@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714-714-3957
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714-745-3957
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$29,954.50
Orchestra 1	1,750	85	10	1,655	59.50	98,472.50
Orchestra 2	748	85	10	653	49.50	32,323.50
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	39.50	106,097.00
Terrace 2	2,391	100	12	2,279	29.50	67,230.50
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$334,078.00
Ticket Add-Ons						
Source	**Per Ticket**					
Fair Admission	$15.00			7,704		$115,560
Facility Fee	$5.00			7,704		$38,520

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$225,000	$225,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	104,560	104,560
Advertising	1	15,000	15,000
Total Costs		$344,560	$344,560

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer Deal Points

I. Performance Financial terms – $225,000 flat plus (3) 6,250 bonuses at 6,704, 7,204, and 7,704 tix paid for Trevor Noah. Discount ticket offers do not apply to bonuses. Plus $1600 for TBD support. Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations. MUST CONFIRM BY THURSDAY 4/30/24 AT 4PM. **ANNOUNCE May 7 at 10AM, VENUE PRESALE MAY 9 at 10AM PUBLIC ONSALE MAY 11 at 10AM.. Tickets include admission to the fair.**

A. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.
B. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.
C. The addition of support must be by mutual consent. In the event that support is added, in an effort reduce the carbon footprint associated with travel, it is requested that local support be considered first.
D. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.
E. Artist is requested to participate in at least one media interview.
F. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
G. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.
H. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
I. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
J. There will be no cash available at settlement. Checks will be written to contracted entities only.

II. Exclusivity.

A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within an 80-mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all fan club presales must end before the venue presales begins.
   1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
   2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
   3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.
B. If there are seats associated with an Artist-sponsored upsell, locations will be made available *after* the venue satisfies it seat hold obligations.
C. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance.
D. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
E. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.
F. This offer assumes that the complimentary ticket allotments listed are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for public purchase with no change to the financial agreement.
G. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).
H. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.
I. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for sale with no change in financial agreement.
J. Venue may, at its discretion, offer group discounts of up to 20%.
K. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.
L. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
M. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.

A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: www.pacamp.com/production. Password: production.
B. Ticket scaling has been determined by Purchaser financial analysis. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to: specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, or additional talent, hotel accommodations, video, etc.
C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.
D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), video walls, and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment will be the sole responsibility of the Artist. Installed lighting system stays in place and will be gridded if artist production is carrying a lighting system to be flown. Artist's system will rig around installed system.
E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
F. Front of stage barricades cannot be added after the performance goes on sale to the public.
G. The house nut includes two trucks of production. Any number beyond that can be charged $2,000.00 per truck.

EXHIBIT A – SCOPE OF WORK (CONT.)

H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor, and additional production team costs to video record the performance.

I. One (1) runner will be provided for an event/show. Runner is shared with all artists. Runner will start at load in time. Runner will be relieved no later than 1 hour after show comes down. Runner will be driving a 15-passenger van. Runner works on show day only. Runner has a 15-mile radius to work within. PAC AMP Production reserves the right to provide UBER or LYFT services for evening bus driver or personnel pickup.

J. Load in no earlier than 9am (9am breakfast / 9:30am Load in) for any event in order to allow for labor turnaround laws.

V. Safety & Security.

A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.

B. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.

C. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.

D. Every person entering the backstage area must expect to be identified as someone who belongs there. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.

1. Those not wearing identification will be stopped by backstage security until access can be verified.

E. If required, every person entering any part of the venue must adhere to health and safety protocols.

F. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.

G. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times

H. California State law will be enforced.

VI. Force Majeure.

A. 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, destruction of the [VENUE] or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including, but not limited to, social or physical distancing orders, capacity reductions, or other guest or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least (30) days before the Event, cancel the Event without any liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled for a date that is mutually acceptable both Purchaser and Artist.

VII. Merchandise.

A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.

1. If Artist wishes Venue to promote advance merchandise sales, the split will remain the same for these sales.
2. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VIII. Catering

A. Catering is capped at $4,000 per event, inclusive of all artists, which may include breakfast, lunch, dinner and dressing room rider. Any catering beyond these parameters, including but not limited to 'after show food' and 'bus stock' will be at the sole expense of the Artist.

B. There are no catering buyouts.

C. No alcohol, tobacco, clothing or expendables are provided under the catering or dressing room budget. Expendables include, but are not limited to such as batteries, grooming products, candles, flowers, etc.

D. Alcohol is not provided, but may be purchased in advance through the venues Master Concessionaire. Contact information is available through the Production Manager.

E. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms, the catering area, and the specified area in front of the Artist dressing rooms.

1. These working areas are restricted to essential personnel only.

IX. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

Talent Buyer Date

06/01/24

Artist Agent Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$225,000.00 FLAT
		$231,250.00 at 6,704 full priced tickets sold
		$237,500.00 at 7,204 full priced tickets sold
		$243,750.00 at 7,704 full priced tickets sold

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($243,750.00) ($225,000.00 FLAT; $231,250.00 at 6,704 full priced tickets sold; $237,500.00 at 7,204 full priced tickets sold; and $243,750.00 at 7,704 full priced tickets sold) upon satisfactory completion of services herein required on Sunday, August 18, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 18, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-157-24PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

RUNAWAY BOYS INC. F/S/O STRAY CATS

2. The term of this Agreement is: **08/01/2024** through **08/02/2024** **FED ID**

3. The maximum amount of this Agreement is: **$450,000.00 ($207,500.00 FLAT per show plus potential paid bonuses on full priced tickets per show.) See Exhibit B for payment details**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Stray Cats" at Pacific Amphitheatre on Thursday, August 1, and Friday, August 2, 2024. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

RUNAWAY BOYS INC. F/S/O STRAY CATS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2024 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Stray Cats	$ 415,000
Support 1		
Support 2		
Support 3		

Today's Date	08/23/23	Expiration Date	10/23/23	Revision Date	TBD
Performance Date	8/1& 8/2/24	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb	Agency	WME Agency
Phone	310-859-4461	Email	gholcomb@wmeagency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$125.00	$ 53,875
Orchestra 1	1750	85	10	1655	$100.00	$ 165,500
Orchestra 2	748	85	10	653	$85.00	$ 55,505
Orchestra 3	0	0	0	0	$0.00	$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$45.00	$ 102,555
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 552,025

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$415,000		$ 415,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Support 3 Guarantee	$0	0		$ -
House Expenses	$0	105,000		$ 105,000
Potential Bonuses	$0	17,500		$ 17,500
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions				$ 591,020
Adjusted Gross Potential				$ (38,995)

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: Stray Cats

A. The addition of support is by mutual agreement. 8/1 Support: English Beat & The Midnight Cowgils; 8/2 w/ English Beat & Moonshine

II. Offer Financials

A. 8/1: $207,500 plus (4) $4,375 bonuses at 6,204, 6,704, 7,204 and 7,704 tix paid;8/2: $207,500 plus (4) $4,375 bonuses at 6,204, 6,704, 7,204 and 7,704 tix paid Discount tickets do not apply to bonuses.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist. **Both shows must go on sale at the same time and as soon as possible. Request different support each night**

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. Pacific Amphitheatre will book shows during the run of the OC Fair as well as dates before and after the OC Fair.

C. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaamava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

J. Request one meet & greet with each Artist.

K. Request one media interview with each Artist.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 75 Orchestra complimentary tickets for this performance. 20 for for support 1 and 10 for support 2

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. The cost of any Artist sponsored VIP upsell which requires the participation of Venue staff or Venue resources will be charged back to the Artist. Determination of Venue staffing numbers to facilitate the safe and secure fulfillment of a VIP upsell will be at the discretion of the Venue.

E. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

F. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

G. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

H. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. **We do not strike the in house lighting, audio or video production. Artist must use our in house audio stacks and racks as designed.**

C. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

D. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

E. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

F. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

G. Front of stage barricades cannot be added once a performance goes on sale to the public.

H. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

I. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

J. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

K. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $4,250 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an act of God, war, epidemic, accident, fire, violent weather- or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____	06/01/24
Talent Buyer	Date
_____	_____
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$207,500.00 FLAT per show
		$211,875.00 at 6,204 full priced tickets sold per show
		$216,250.00 at 6,704 full priced tickets sold per show
		$220,625.00 at 7,204 full priced tickets sold per show
		$225,000.00 at 7,704 full priced tickets sold per show

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000.00) upon satisfactory completion of services herein required and according to the following payment schedule:

- Payment #1:
  To pay Contractor a total not to exceed amount of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS ($225,000.00) ($207,500 FLAT; $211,875.00 at 6,204 full priced tickets sold; $216,250.00 at 6,704 full priced tickets sold; $220,625.00 at 7,204 full priced tickets sold; $225,000.00 at 7,704 full priced tickets sold) upon satisfactory completion of services herein required on Thursday, August 1, 2024.

- Payment #2:
  To pay Contractor a total not to exceed amount of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS ($225,000.00) ($207,500 FLAT; $211,875.00 at 6,204 full priced tickets sold; $216,250.00 at 6,704 full priced tickets sold; $220,625.00 at 7,204 full priced tickets sold; $225,000.00 at 7,704 full priced tickets sold) upon satisfactory completion of services herein required on Friday, August 2, 2024.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, August 1, 2024, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an act of God, war, epidemic, accident, fire, violent weather or weather-related disaster, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled or other cause not reasonably within either party's control and which renders either party's performance impossible, infeasible, or unsafe, ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-158-24CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CALIFORNIA RARE FRUIT GROWERS, INC.

2. The term of this Agreement is: **07/15/2024** through **08/21/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$630.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide educational exhibit highlighting Rare & Tropical Fruit Trees for the 2024 OC Fair	Pages 1-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 1
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CALIFORNIA RARE FRUIT GROWERS, INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeff Warner, Chairman – OC Chapter

CONTRACTOR BUSINESS ADDRESS
6523 Gray Ln, Orange, CA 92869
Ph: (949) 336-2904, Email: chair@ocfruit.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Allen Mesick, Supervisor
Ph: (714)708-1619, Email: amesick@ocfair.com

CALIFORNIA RARE FRUIT GROWERS, INC.
Jeff Warner, Chairman – OC Chapter
Ph: (949) 336-2904, Email: chair@ocfruit.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an informative exhibit to educate the public about rare and tropical produce from July 19 – August 18 at Centennial Farm for the 2024 OC Fair.

2. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, Wednesdays, Thursdays and Sundays, from 11:00 a.m. – 10:00 p.m.; Fridays & Saturdays, from 11:00 a.m. – 11:00 p.m.

3. To set up the demonstration area between Monday, July 15, and Wednesday, July 17, between the hours of 8:00 a.m. and 5:00 p.m. Setup shall be completed by 5:00 p.m. on Wednesday, July 17.

4. To remove the exhibit and all display materials by Wednesday, August 21, between the hours of 8:00 a.m. and 5:00 p.m.

5. To supply decorations, signage and educational materials for the exhibit and provide all necessary cleaning as needed.

6. To provide to the District by Monday, June 24, Contractor's exhibit staffing schedule, including names, dates and time slots.

7. To provide proof of insurance (Exhibit E).

8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

EXHIBIT A – SCOPE OF WORK (CONT.)

9. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide an exhibit space in the CA Rare Fruit Growers Gazebo located at Centennial Farm.

2. For space to host annual Scionwood exchange at Centennial Farm post-fair.

3. To provide admission credentials and parking passes to Contractor.

4. To pay Contractor a total sum not to exceed SIX HUNDRED AND THIRTY DOLLARS ($630.00). Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-42

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52423. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

To pay Contractor a total sum not to exceed SIX HUNDRED AND THIRTY DOLLARS ($630.00). Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 4
(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-159-24CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CITY OF ORANGE PULIC LIBRARY

2. The term of this Agreement is: **08/10/2024** through **08/11/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide a seed exchange and education for the 2024 OC Fair	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CITY OF ORANGE PULIC LIBRARY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Lynn-Marie Frediani, Executive Director

CONTRACTOR BUSINESS ADDRESS
407 E Chapman Ave, Orange, CA 92866
714-496-4290, email: lynnmarie.oplf@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Allen Mesick, Supervisor
Ph: (714)708-1619, Email: amesick@ocfair.com

CITY OF ORANGE PULIC LIBRARY
Lynn-Marie Frediani, Executive Director
Ph: 714-496-4290, email: lynnmarie.oplf@gmail.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide a seed packet exchange to promote and educate fair guests on planting their own garden, including ways to share extra seeds with others in the community.

2. To provide fully-staffed educational talks and public interaction at the exhibit during operational hours, including Saturday and Sunday, from 11:00 a.m. – 11:00 p.m.

3. To provide to the District by Monday, July 1. Contractor's exhibit staffing schedule, including names, dates and time slots.

4. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

5. To set up the demonstration area beginning Saturday, August 10 between the hours of 8:00 a.m. and 10:00 a.m. Setup shall be completed by 10:00 a.m., Saturday, August 10.

6. To supply educational materials for the exhibit and provide all necessary cleaning after each session.

7. To remove the exhibit and all display materials no later than Sunday, August 11, by 11:59 p.m.

8. To provide proof of insurance (Exhibit E).

EXHIBIT A – SCOPE OF WORK (CONT.)

9. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide one (1) exhibit space at the Centennial Farm. Final size and location to be determined by the District.
2. To provide table(s) and chair(s), as necessary.
3. To provide credentials and parking passes, as necessary.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 4
(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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-160-24CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ORANGE COUNTY BEEKEEPERS ASSOCIATION

2. The term of this Agreement is: **07/15/2024** through **08/21/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide beekeeping exhibit for the 2024 OC Fair	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ORANGE COUNTY BEEKEEPERS ASSOCIATION

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Liz Savage, Representative

CONTRACTOR BUSINESS ADDRESS
1142 W. Porter Ave., Fullerton, CA 92833
714-348-7486, email: lizsavage@sbcglobal.net

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Allen Mesick, Supervisor
Ph: (714)708-1619, Email: amesick@ocfair.com

ORANGE COUNTY BEEKEEPERS ASSOCIATION
Liz Savage, Representative
Ph: 714-348-7486, email: lizsavage@sbcglobal.net

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an informative beekeeping exhibit to educate the public at Centennial Farm from July 19 – August 18 for the 2024 OC Fair.

2. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays & Thursdays, from 11:00 a.m. – 10:00 p.m., and Fridays through Sundays, from 11:00 a.m. – 11:00 p.m.

3. To provide to the District by Monday, June 24. Contractor's exhibit staffing schedule, including names, dates and time slots.

4. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

5. To set up the demonstration area beginning Monday, July 15, through Wednesday, July 17, between the hours of 8:00 a.m. and 5:00 p.m. Setup shall be completed by 5:00 p.m., Wednesday, July 17.

6. To supply educational materials for the exhibit and provide all necessary cleaning after each session.

7. To provide "Honey Stix" and beeswax candles for purchase, as available. To obtain all appropriate permits from the Orange County Health Care Agency to ensure the exhibit is at all times operating within the parameters set by this Agency.

EXHIBIT A – SCOPE OF WORK (CONT.)

8. To remove the exhibit and all display materials no later than Wednesday, August 21, by 5:00 p.m.

9. To provide proof of insurance (Exhibit E).

10. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide one (1) exhibit space at the Centennial Farm. Final size and location to be determined by the District.
2. To provide table(s) and chair(s), as necessary.
3. To allow Contractor to sell beekeeping and honey-related items. All items must be pre-approved by the District.
4. To provide credentials and parking passes, as necessary.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 4
(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-161-24CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CALIFORNIA ORGANIC GARDENING CLUB

2. The term of this Agreement is: **07/17/2024** through **07/22/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide educational exhibit highlighting organic gardening practices for the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CALIFORNIA ORGANIC GARDENING CLUB

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kimberly Glee

CONTRACTOR BUSINESS ADDRESS
1724 W. Crestwood Lane, Anaheim, CA 92804
Ph: (714) 553-5310, Email: kagee710@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Allen Mesick, Supervisor
Ph: (714)708-1619, Email: amesick@ocfair.com

CALIFORNIA ORGANIC GARDENING CLUB
Kimberly Glee
Ph: (714) 553-5310, Email: kagee710@yahoo.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an informative exhibit to educate the public about organic gardening from July 19 – July 21 at Centennial Farm for the 2024 OC Fair.

2. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during the following hours: Friday, Saturday, and Sunday from 11:00 a.m. – 8:00 p.m.

3. To set up the demonstration area on Wednesday, July 17 between the hours of 8:00 a.m. and 5:00 p.m. Setup shall be completed by 5:00 p.m. on Wednesday, July 17.

4. To remove the exhibit and all display materials by Monday, July 22, between the hours of 7:00 a.m. and 3:30 p.m.

5. To supply decorations, signage and educational materials for the exhibit and provide all necessary cleaning as needed.

6. To provide to the District by Monday, June 24, Contractor's exhibit staffing schedule, including names, dates and time slots.

7. To provide proof of insurance (Exhibit E).

8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

EXHIBIT A – SCOPE OF WORK (CONT.)

9. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide an exhibit for an organic gardening educational exhibit located at Centennial Farm.

2. To provide single day admission and parking passes to exhibit volunteers.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 4

(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-162-24CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SCOTT BROS. DAIRY

2. The term of this Agreement is: **07/15/2024** through **08/21/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide Dairy Cows and Calves for exhibit at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SCOTT BROS. DAIRY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Brad Scott, Representative

CONTRACTOR BUSINESS ADDRESS
18051 Gilman Springs Rd., Moreno Valley, CA 92555
Brad@SBDFarms.com, 951-692-5983

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Allen Mesick, Supervisor
Ph: (714)708-1619, Email: amesick@ocfair.com

SCOTT BROS. DAIRY
Brad Scott, Representative
Ph: (951)692-5983, Email: Brad@SBDFarms.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide up to two (2) dairy calves for the OC Fair and/or the 2024-2025 tour season (estimated value $600 each) to be used for Centennial Farm educational programs.

2. To provide up to five (5) dairy cows (estimated value $1,000-$1,200 each) for daily educational milking demonstrations taking place in the Millennium Barn during the 2024 OC Fair. Delivery of cows to take place on Monday, July 15 or Tuesday, July 16. Time to be arranged with Centennial Farm Supervisor.

3. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

4. To provide information to the District for educational signage.

5. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide signage with Contractor's name, contact information and educational information.

2. To provide space, feed (alfalfa hay) and bedding for animals

3. To provide necessary admission credentials and parking passes to Contractor.

4. To provide up to four (4) house seat tickets for four (4) select Pacific Amphitheater/Hangar concerts (based on availability) and four (4) house seat tickets for four (4) select Action Sports Arena shows (based on availability) and 100 general admission tickets.

5. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 4
(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS
Page 4 of 4

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-163-24CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
The Regents of the University of California c/o UCCE Orange County Master Gardeners AND Master Food Preservers

2. The term of this Agreement is: **07/15/2024** through **08/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide gardening and food preservation information for the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
The Regents of the University of California c/o UCCE Orange County Master Gardeners AND Master Food Preservers

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Rita Clemons, Area Director

CONTRACTOR BUSINESS ADDRESS
7601 Irvine Boulevard, Irvine, CA 92618, 949-653-1808, MG contact: Randall Musser remusser@ucanr.edu, MFP contact: Colleen Clemens cmclemens@ucanr.edu

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Allen Mesick, Centennial Farm Supervisor
Ph: (714)708-1619, Email: amesick@ocfair.com
Christine Gunst, Exhibits & Education Supervisor
Ph: (714)708-1553, Email: cgunst@ocfair.com

The Regents of the University of California
c/o UCCE Orange County Master Gardeners AND Master Food Preservers
Rita Clemons, Area Director, Office: 949-653-1810, Email: rlclemons@ucanr.edu
Randy Musser, UCCE OC Master Gardener Coordinator, Office: 949-653-1808, Email: remusser@ucanr.edu
Colleen Clemens, UCCE OC MFP Coordinator, Mobile: 949-466-9890, Email: cmclemens@ucanr.edu

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide an exhibit to educate the public about general gardening and food preservation information at the 2024 OC Fair, with the following programs in the following areas and dates: Master Gardener Program, exhibit location-Centennial Farm, dates: 7/15 – 8/19, from 11:00 a.m. to 8:00 p.m., Wednesday through Sunday. Master Food Preserver Program, exhibit location-OC Promenade, dates: 7/15 – 8/19, from 11:00 a.m. to 8:00 p.m., Wednesday through Sunday.

2. To provide to the District by Monday, June 24, Contractor's exhibit staffing schedule, including names, dates and time slots.

3. To provide proof of insurance (Exhibit E).

4. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

EXHIBIT A – SCOPE OF WORK (CONT.)

5. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide space for programs at Centennial Farm (Master Gardeners), and OC Promenade (Master Food Preservers). Set-up can begin week of July 15, times to be coordinated with department coordinators, with tear-down taking place on Monday, August 19.

2. To provide signage and promotion of the programs.

3. To provide necessary admission credentials and parking passes to Contractor.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not applicable.

PAYMENT PROVISIONS:

Not applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS

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

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R [ ] A [KK] F [mar]

AGREEMENT NUMBER
SA-166-24YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
OneSource Distribution, LLC

2. The term of this Agreement is: **09/01/2024** through **11/30/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$41,640.20**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To install power monitoring system at the OC Fair & Event Center	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
OneSource Distribution, LLC

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR BUSINESS ADDRESS
3951 Oceanic Drive, Oceanside, CA 92056

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone Number (714) 708-1578

OneSource Distribution, LLC
Jarrett Shirouzu
Email: jshirouzu@1sourcedist.com

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

- Contractor to provide all material necessary to install the power monitoring system.
- Contract will use Siemen Industry Inc. as a subcontractor who will perform installation, startup, basic initialization programming and customer training on qty (5) Siemen, PAC3220 for energy data collection.
    - Contractor agrees to provide the followings supporting product as well.
    - BMS integration, if applicable, to be performed by others.

Line	Description	Quantity
1	ENCL3248012TCX - NEMA 12 ENCLOSURES	5
2	PDS-CTHC-064, 600A split core 4"	16
3	PDS-CTHC-306, 3000A split core 6"	4
4	MT0100A	5
5	KCCFPX2R	5
6	MISC - CONDUIT, FUSES, ETC	1
7	INSTALLATION, START-UP, AND TRAINING BY SIEMENS SERVICES - 5 DAYS ONSITE	1

Training

- Siemens Industry Inc. to provide a training and advise onsite personnel how to operate and reset meters.
- Siemens Industry Inc. will provide the District a certificate of insurance to fulfill the requirements, see Exhibit E.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

END EXHIBIT A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 1830-00-24E19-A

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 52417. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) Siteline Productions, Inc.	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing Gerry Rubin	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-028-24GE	**#1**
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

DANIEL MAIKA HAMAMOTO

2. The term of this Agreement is **07/19/2024** through **08/09/2024** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$2,350.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #028-24GE, dated July 19, 2024, between the District and Daniel Maika Hamamoto is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to also include an additional performance on Friday, August 9, 2024. The Danny Maika Trio will perform surf and beach themed songs.
2. To increase the original contract amount for additional services by SEVEN HUNDRED DOLLARS ($700.00).
3. The maximum amount of this agreement with the inclusion of this amendment will not exceed TWO THOUSAND THREE HUNDRED FIFTY DOLLARS ($2,350.00).
4. Payment detail: $1,650.00 to be paid on Sunday, July 21, 2024 and $700.00 to be paid on Friday, August 9, 2024 (5780-70).
5. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 07/15/22

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

DANIEL MAIKA HAMAMOTO

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Danny Maika, Performer

CONTRACTOR BUSINESS ADDRESS

8211 San Angelo Drive, Apt. L4, Huntington Beach, CA 92647
(714) 310-8222 info@dannymaika.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

Account #: 5780-70 / 5105-70 / 5100-29

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R ____ A ____ F ____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-141-20YR	**#5**
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UNITED PACIFIC SERVICES, INC.

2. The term of this Agreement is **09/01/2020** through **08/31/2025**

FED ID:

Option Years: **(1) 9/1/21-8/31/22** **(2) 9/1/22-8/31/23** **(3) 9/1/23-8/31/24** **(4) 9/1/24-8/31/25**

3. The maximum amount of this Agreement after this amendment is: **$68,860 Amendment**

$347,743

(2020 $73,242; 2021 $77,311; 2022 $62,600; 2023 $65,730; 2024 $68,860)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-141-20YR, dated September 2020, between the District and United Pacific Services, Inc. for tree trimming services for the OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is September 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide tree trimming services for the OC Fair & Event Center by exercising the forth (last) option year at not to exceed SIXTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND 00/100 ($68,860.00).

STATE AGREES:

1. To pay Contractor a total amount not to exceed THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND 00/100 ($347,743.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

UNITED PACIFIC SERVICES, INC.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Gus Franklin, President

ADDRESS

251 Imperial Hwy., Suite 450, Fullerton, CA 90631
Tel: (562) 691-4600 email: eric@unitedpac.com

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

32nd District Agricultural Association / dba OC Fair & Event Center

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME:	CONTRACT NUMBER:	AMENDMENT NUMBER:
United Pacific Services, Inc.	SA-141-20YR	#5

OCFEC CONTRACT MANAGER'S NAME:	TITLE:	DEPARTMENT:	PHONE NUMBER:
Jerry Eldridge	Project Manager	Facility Operations	(714) 708-1578

TYPE OF SERVICE: Tree trimming

ORIGINAL CONTRACT TERM (Not including options)	START DATE:	END DATE:	ORIGINAL CONTRACT AMOUNT:
	9/1/2020	8/31/2021	$56,340 (Plus $16,902 amendment)

EXERCISE OPTION YEAR 1	EXERCISE OPTION YEAR 2	EXERCISE OPTION YEAR 3	EXERCISE OPTION YEAR 4
TERM: 9/1/2021 to 8/31/2022 ☐	TERM: 9/1/2022 to 8/31/2023 ☐	TERM: 9/1/2023 to 8/31/2024 ☐	TERM: 9/1/2024 to 8/31/2025 X
AMENDMENT AMOUNT: $77,311	AMENDMENT AMOUNT: $62,600	AMENDMENT AMOUNT: $65,370	AMENDMENT AMOUNT: $68,860

TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: $347,743

Please provide a rating for the contractor's performance, in each of the following areas. Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory	Points 1-10
1. Contractor's adherence to the terms of the contract.	8
2. Quality of Contractor's work.	9
3. Contractor and staff's knowledge of the contract requirements	9
4. Contractor's cooperation/communication with the OC Fair & Event Center	6
5. Contractor's adherence to specified contract timelines/deadlines	9
6. Contractor's ability to work within contract amount	6
7. Effectiveness of Contractor's Project Manager	7
8. Accuracy of invoices	6
Overall Rating – Total points out of 80 points possible	60

Overall rating of Contractor's performance (Please check one)

☐ Outstanding ☑ Above Average ☐ Meets Expectations ☐ Marginal ☐ Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

☑ Recommend to Extend ☐ Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE: _____ PRINT NAME: John V. Gonzalez DATE: 6/14/2024

Tenant Liaison Committee Approval Date:

☐ Contract Extension Approved ☐ Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R ☐ A ☐ F ☐

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-141-20YR	#5
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UNITED PACIFIC SERVICES, INC.

2. The term of this Agreement is **09/01/2020** through **08/31/2025** **FED ID: 33-0841901**

Option Years: **(1) 9/1/21-8/31/22** **(2) 9/1/22-8/31/23** **(3) 9/1/23-8/31/24** **(4) 9/1/24-8/31/25**

3. The maximum amount of this **$68,860 Amendment**

Agreement after this amendment is: **$347,743**

(2020 $73,242; 2021 $77,311; 2022 $62,600; 2023 $65,730; 2024 $68,860)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-141-20YR, dated September 2020, between the District and United Pacific Services, Inc. for tree trimming services for the OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is September 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide tree trimming services for the OC Fair & Event Center by exercising the forth (last) option year at not to exceed SIXTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND 00/100 ($68,860.00).

STATE AGREES:

1. To pay Contractor a total amount not to exceed THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND 00/100 ($347,743.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

UNITED PACIFIC SERVICES, INC.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Gus Franklin, President

ADDRESS

251 Imperial Hwy., Suite 450, Fullerton, CA 90631
Tel: (562) 691-4600 email: eric@unitedpac.com

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

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☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-046-22FT	#4
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

PREM SHAH dba PREMSTER PRODUCTIONS

2. The term of this Agreement is **06/01/2022** through **05/31/2025** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$50,000.00** **Not to exceed $280,000.00 with inclusion of option years**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement # SA-046-22FT, dated June 1, 2022 between the District and Prem Shah dba Premster Productions for selling merchandise at Pacific Amphitheatre and The Hanger is hereby amended as follows:

1. To amend the original contract to provide merchandise sales services for the Pacific Amphitheatre at the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of TWO HUNDRED EIGHTY THOUSAND DOLLARS ($280,000.00).

2. The adjusted not to exceed amount includes THIRTY THOUSAND DOLLARS ($30,000) detailed in amendments #2 and #3 to cover favorable to budget revenue for Pacific Amphitheatre merchandise sales.

3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

PREM SHAH dba PREMSTER PRODUCTIONS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Prem Shah, Owner

CONTRACTOR BUSINESS ADDRESS

3463 E. Date Street, Brea, CA 92832
(310) 922-0824 premster99@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-129-22FT	#2
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

VELASEA, LLC

2. The term of this Agreement is **07/01/2022** through **06/30/2025**

FED ID: 83-3241274

3. The maximum amount of this Agreement after this Amendment is: **$461,353.29**

$1,531,628.79 $2,292,548.79 (Includes option years)
2022- $487,137.75; 2023-$583,137.75; 2024 $461,353.29;
2025-$380,460; 2026- $380,460 (Plus 10% Contingency)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-129-22FT, dated July 1, 2022, between the District and Velasea, LLC, for the touchless weapon detection equipment rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide touchless weapon detection equipment rental for the OC Fair & Event Center by exercising the first option year at not to exceed FOUR HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS AND 29/100 $461,353.29)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE MILLION FIVE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS AND 79/100 ($1,531,628.79); TWO MILLION TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND 79/100 ($2,292,548.79) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

VELASEA, LLC

BY *(Authorized Signature)* ✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Kari, Chief Legal Officer

ADDRESS

2 Astor, Irvine, CA 92618
Email: doug.kari@arbitech.com

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

BY *(Authorized Signature)* ✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-140-24FT -IA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
UC Regents/Orange County 4-H

2. The term of this Agreement is: **07/19/2024** through **07/19/2024** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide a Goat Obstacle Course at the 2024 OC Fair	Pages 2 -3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 6-9
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 10-13
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 14-15
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 16
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 17-21
Exhibit I – Addendum(s) and RFI(s) (If applicable)	Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
UC Regents/Orange County 4-H

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Rita Clemons, Director

CONTRACTOR BUSINESS ADDRESS
7601 Irvine Blvd, Irvine, CA 92618
(951) 955-2645; rlclemons@ucanr.edu

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

UC REGENTS/ORANGE COUNTY 4-H
Rita Clemons, Director
(951) 955-2645; rlclemons@ucanr.edu

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide a goat obstacle course competition for pygmy goat and boer goat exhibitors already onsite on Friday, July 19 after the Open Boer Goat Show has concluded.

2. To dismantle and clean up the competition by 10 p.m. on Friday, July 19.

3. To supply all staff, tools, equipment and/or tack necessary to maintain exhibit.

4. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

5. To provide the District proof of insurance.

6. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

EXHIBIT A – SCOPE OF WORK (CONT.)

7. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock show ring.

2. To provide access to the sound system for announcing.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C

General Terms and Conditions for Interagency Agreements

GIA-610

1. **APPROVAL**: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.

2. **AUDIT**: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

3. **PAYMENT**: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

4. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

5. **SUBCONTRACTING**: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

6. **ADVANCE PAYMENT**: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.

7. **DISPUTES**: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.

8. **TIMELINESS**: Time is of the essence in this Agreement.

9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST**: In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(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

EXHIBIT E – INSURANCE REQUIREMENTS
Page 3 of 4

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).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-