OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2024

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
OCC-2410	Orange County Registrar of Voters	OC Fair	Community Outreach Booth	OC Connection	8/7-11/24	$100.00
RA-EQC056-24	Carolyn Beaver	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Double Box Stall	06/15/24-12/31/24	$13,590.50
RA-EQC061-24	Brian Cummings	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room (eff 8/22/24)	06/15/24-12/31/24	$7,044.00
RA-EQC071-24	Susan Gyor	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Double Box Stall 1 Locker 1 Storage	06/15/24-12/31/24	$14,215.50
RA-EQC089-24	Samantha Schroff	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	06/15/24-12/31/24	$5,250.00
RA-EQC098-24	Cara Todd	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	06/15/24-12/31/24	$5,250.00
RA-EQC099-24	Raquel Winder	Equestrian Center Facility Boarding	Horse Boarding & Care	5 Box Stalls 1 Tack Room	6/15/24-12/31/24	$28,928.00
RA-EQC101-24	Denise Xagorarakis	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room	6/15/24-12/31/24	$7,928.00
RA-EQC102-24	William Ratner	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	8/1/24-12/31/24	$3,570.00
RA-EQC103-24	Melissa Reese	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall 1 Tack Room	8/5/24-12/31/24	$6,017.00
RA-EQC104-24	Walk Intuit Inc.	Equestrian Center Facility Boarding	Horse Boarding & Care	2 Box Stalls 1 Tack Room	9/1/24-12/31/24	$8,413.00
RA-EQC105-24	Jennifer Cohen	Equestrian Center Facility Boarding	Horse Boarding & Care	2 Box Stalls	8/1/24-12/31/24	$7,140.00
RA-EQC106-24	Monica Such	Equestrian Center Facility Boarding	Horse Boarding & Care	3 Box Stall	8/1/24-12/31/24	$10,710.00
RA-EQC107-24	Eireann Morrison	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	8/1/24-12/31/24	$3,570.00
RA-EQC108-24	Chao Gao	Equestrian Center Facility Boarding	Horse Boarding & Care	1 Box Stall	8/1/24-12/31/24	$3,570.00
RA-EQC109-24	Craig Liu	Equestrian Center Facility Boarding	Horse Boarding & Care	2 Box Stalls	8/30/24-12/31/24	$6,817.55
R-002-24	Emerald X LLC	Overland Expo So Cal	Consumer Show (CON)	Anaheim Building (#16); Costa Mesa Building (#10); Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Park Plaza; Parking Lot J (FFZ); Plaza Pacifica; Santa Ana Pavilion (Parade of Products); The Hangar	03/12/25-03/17/25	$205,570.50
R-005-24	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	08/28/24-08/30/24	$20,275.25
R-017-24	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	10/09/24-10/14/24	$64,231.50

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2024

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-018-24	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	12/04/24-12/09/24	$64,231.50
R-036-24	Incuplace, LLC	626 Night Market - OC	Food Festival (FOODF)	OC Promenade (Span); Parking Lot G; Parking Lot I	09/04/24-09/09/24	$168,661.75
R-038-24	Silver Ince Productions	OC Wine Fest	Festival (FST)	The Hangar	11/08/24-11/10/24	$26,364.00
R-041-24	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/08/24-11/11/24	$24,002.00
R-047-24	NAIOP SoCal	Night at the Fights	Competition/Tournament (COM)	Main Mall; OC Promenade (Span); The Hangar	10/09/24-10/11/24	$36,018.50
R-049-24	James R. Glidewell Dental Ceramics, Inc.	Glidewell Holiday Party	Party (PAR)	Costa Mesa Building (#10); Courtyard; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	12/10/24-12/14/24	$88,470.75
R-074-24	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Los Alamitos Building (#14); OC Promenade (Span); Parking Lot I	10/17/24-10/21/24	$126,394.00
R-083-24	Orange County LGBT Pride dba OC Pride	OC Pride Festival 2024	Festival (FST)	Anaheim Building (#16); Costa Mesa Building (#10); Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Santa Ana Pavilion (Parade of Products); The Hangar	10/04/24-10/06/24	$111,371.00
R-094-24	California Online Public Schools	California Connections Academy Fall Festival	Banquet (BAN)	Country Meadows; Huntington Beach Building	10/02/24-10/02/24	$18,675.00
R-095-24	OCreate LLC	Maker Faire Orange County	Consumer Show (CON)	Costa Mesa Building (#10); Park Plaza	09/13/24-09/15/24	$40,370.00
R-099-24	Orange County Wine Society	OCWS - Fall Membership Event	Party (PAR)	Courtyard	10/04/24-10/06/24	$2,906.00
R-104-24	Micromobility Industries	Micromobility America	Ride & Drive (RND)	Baja Blues Restaurant; Los Alamitos Building (#14); OC	11/12/24-11/15/24	$45,364.00
R-105-24	The OC Marathon	Fun Run	Competition/Tournament (COM)	All Grounds; Run Course	08/11/24-08/11/24	See Exhibit A
R-106-24	Celebration Festivals LLC	Winter Fest OC	Festival (FST)	Parking Lot A (North)	10/11/24-01/19/25	$423,821.13
R-108-24	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association	Competition/Tournament (COM)	Anaheim Building (#16); Huntington Beach Building	08/28/24-09/01/24	$65,999.50
R-111-24	Wright Ford Young & Co.	Wright Ford Young Annual Family Celebration	Party (PAR)	Club OC Plaza Pacifica West	08/16/24-08/16/24	$767.00
R-112-24	PIMCO	Feed Our Cities	Other (OTH)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span)	12/05/24-12/07/24	$27,876.00
R-113-24	Westcliff University	Westcliff Summer Fun Day	Party (PAR)	Club OC Plaza Pacifica West	07/26/24-07/26/24	$767.00

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
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NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-114-24	Marvin Test Solution	Marvin Test Solutions Company Picnic	Party (PAR)	Club OC Plaza Pacifica West	08/10/24-08/10/24	$767.00
R-115-24	Seasonal Adventures	Seasonal Adventures	Other (OTH)	Parking Lot C	09/24/24-11/04/24	$77,863.00
R-116-24	SoCal VegFest	SoCal VegFest	Food Festival (FOODF)	OC Promenade (Span); Parking Lot I	10/25/24-10/28/24	$73,727.00
R-118-24	JLJR, LLC	Gun & Collectors Show	Consumer Show (CON)	Anaheim Building (#16)	09/13/24-09/16/24	$25,681.50
R-119-24	Stone Security	Stone Security Summer Party 2024	Party (PAR)	Club OC Plaza Pacifica West	07/19/24-07/19/24	$652.00
R-120-24	ClubLabs dba AutoClub of Southern California	ClubLabs All Hands	Party (PAR)	Club OC Plaza Pacifica West	07/31/24-07/31/24	$652.00
R-121-24	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Consumer Show (CON)	Costa Mesa Building (#10)	11/06/24-11/10/24	$28,241.50
R-122-24	Ultimate Trade Shows & Events, Inc.	The 47th Annual OC Home & Holiday Expo	Consumer Show (CON)	The Hangar	10/18/24-10/21/24	$22,667.00
R-123-24	Variable Speed Solutions, Inc.	Variable Speed Solutions - OC Fair	Party (PAR)	Club OC Plaza Pacifica West	08/11/24-08/11/24	$652.00
R-124-24	Blue Bowl Superfoods LLC	Blue Bowl - Company Gathering	Party (PAR)	Club OC Plaza Pacifica West	08/14/24-08/14/24	$767.00
R-125-24	Newport-Mesa Unified School District	NMUSD College & Career Night	Other (OTH)	Costa Mesa Building (#10); Huntington Beach Building	10/16/24-10/16/24	$31,525.50
R-126-24	Kastl Amusements	Kastl Amusements Camping	Camping (RAL)	Campground	09/10/24-09/16/24	$2,456.00
R-127-24	Kastl Amusements	Kastl Amusements Camping #2	Camping (RAL)	Campground	09/30/24-10/28/24	$9,452.00
R-128-24	Boot Barn	Boot Barn Holiday Party	Party (PAR)	The Hangar	12/11/24-12/11/24	$13,667.25
R-129-24	Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide	LCWW Cat Extravaganza	Competition/Tournament (COM)	Costa Mesa Building (#10)	11/15/24-11/17/24	$23,941.50
R-130-24	FJS Productions dba The Great Junk Hunt	The Great Junk Hunt	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span); The Hangar	10/31/24-11/02/24	$56,577.50

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-049-24 (Amend. #1)	James R. Glidewell Dental Ceramics, Inc.	Glidewell Holiday Party *Amended: adjusted parking buyout*	Party (PAR)	Costa Mesa Building (#10); Courtyard; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	12/10/24-12/14/24	$77,670.75

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2024

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-083-24 (Amend. #1)	Orange County LGBT Pride dba OC Pride	OC Pride Festival 2024 *Amended: removed buildings, added parade route*	Festival (FST)	Anaheim Building (#16); Costa Mesa Building (#10); Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot B, Parking Lot D, Parking Lot E; Santa Ana Pavilion (Parade of Products); The Hangar	10/04/24-10/06/24	$93,038.50
R-094-24 (Amend. #1)	California Online Public Schools	California Connections Academy Fall Festival *Amended: signee updated*	Banquet (BAN)	Country Meadows; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	10/02/24-10/02/24	$18,675.00
R-095-24 (Amend. #1)	OCreate LLC	Maker Faire Orange County *Amended: removed some equipment*	Consumer Show (CON)	Costa Mesa Building (#10); Park Plaza	09/13/24-09/15/24	$39,465.00
R-096-24 (Amend. #1)	Golden Star Technology, dba GST	GST Family Outing OC Fair *Amended: updated to fairtime parking fee*	Party (PAR)	Club OC Plaza Pacifica West	07/28/24-07/28/24	$767.00
R-097-24 (Amend. #1)	Evolus	Evolus Fair Day Amended: updated to fairtime parking fee	Party (PAR)	Club OC Plaza Pacifica West	07/21/24-07/21/24	$767.00
R-102-24 (Amend. #1)	KPFF, Inc. dba KPFF Consulting Engineers	KPFF Summer Party Amended: updated to fairtime parking fee	Party (PAR)	Club OC Plaza Pacifica West	07/20/24-07/20/24	$767.00
R-104-24 (Amend. #1)	Micromobility Industries	Micromobility America *Amended: removed Baja Bar & Grill*	Ride & Drive (RND)	Los Alamitos Building (#14); OC Promenade (Span); Parking Lot I	11/12/24-11/15/24	$42,547.00
R-108-24 (Amend. #1)	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association *Amended: removed Huntington Beach Bldg.*	Competition/Tournament (COM)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span)	08/28/24-09/01/24	$59,686.50
R-111-24 (Amend. #1)	Wright Ford Young & Co.	Wright Ford Young Annual Family Celebration *Amended: updated to fairtime parking fee*	Party (PAR)	Club OC Plaza Pacifica West	08/16/24-08/16/24	$767.00
R-113-24 (Amend. #1)	Westcliff University	Westcliff Summer Fun Day *Amended: updated to fairtime parking fee*	Party (PAR)	Club OC Plaza Pacifica West	07/26/24-07/26/24	$767.00

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FORM F-31

REVIEWED CS DS

APPROVED JS DS

AGREEMENT #: **OCC – 2410**

DATE: July 8, 2024
FAIRTIME: **X**
INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Registrar of Voters** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup is from 8 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation.**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

4. OC Fair – July 19, 2024– August 18, 2024 (closed Mondays and Tuesdays)

5. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **$100, which is non-refundable, for exhibit space rental for Aug. 7-11, 2024 (closed Mondays & Tuesdays)**
6. **Signed Rental Agreements are due on or before July 12, 2024.**
7. Rentor agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
8. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
9. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
10. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
12. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
13. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
14. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
15. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Registrar of Voters
1300 S. Grand Ave., Bldg. C
Santa Ana, CA 92705

By DocuSigned by: Choy Pham BE91F3BF20A643D... (sign)

_____(print)

Title Deputy Purchasing Agent

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By DocuSigned by: Michele Capps D46CB1EE42244DE...

Title: Michele Richards, Chief Executive Officer or Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.

2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.

3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.

4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.

5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.

6. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.

7. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

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

9. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.

10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. In the event of Rentor's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.

11. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.

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

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

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

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

16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.

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

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

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FORM F-31

AGREEMENT NO. **RA-EQC056-24**
DATE **8/15/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☑ _1_ Double Box Stall (12’ x 24’)
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Carolyn Beaver
[redacted]

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

08/23/2024 | 12:12:49 EDT

By: Carolyn Beaver Date:_____
Title: Carolyn Beaver, Renter

08/23/2024 | 17:05:09 PDT

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

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

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Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

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

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

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

Executed at Orange, California on 08/23/2024 | 12:12:49 EDT, 20___.

PARTICIPANT/RELEASOR

Carolyn Beaver
_____
Signature
Address: _____

PARENT OR GUARDIAN

_____
Signature
Address: _____

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

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FORM F-31

AGREEMENT NO. **RA-EQC061-24**
DATE **8/23/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☑ _1_ Tack Room - eff. 8/22/24
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

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either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Brian Cummings
[redacted]

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

By: _____ Date: 08/23/2024 | 17:03:24 PDT
Title: Brian Cummings, Renter

By: Michele Capps Date: 08/23/2024 | 17:08:18 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

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Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

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

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

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

Executed at Orange, California on _____, 20___.

PARTICIPANT/RELEASOR

_____
Signature
Address: _____

PARENT OR GUARDIAN

_____
Signature
Address: _____

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

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FORM F-31

AGREEMENT NO. **RA-EQC071-24**
DATE **8/15/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

☑ _1_ Box Stall (12' x 12')	☑ _1_ Locker (OCFEC Owned)
☑ _1_ Double Box Stall (12' x 24')	☑ __ Storage (Non-OCFEC Owned)
☐ ___ Tack Room	☐ ___ Misc. _____
☐ ___ Horse Trailer Parking	

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "W" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

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either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Susan Gyor
[redacted]

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

08/23/2024 | 14:31:21 PDT

By: Susan Gyor Date:

Title: Susan Gyor, Renter

08/23/2024 | 16:59:13 PDT

By: Michele Capps Date:

Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

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Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

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

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

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

Executed at Orange, California on 08/23/2024 | 14:31:21 PDT, 20___.

PARTICIPANT/RELEASOR

Susan Gyor
_____
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

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

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FORM F-31

AGREEMENT NO. **RA-EQC089-24**
DATE **8/15/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Samantha Schroff
[redacted]

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

By: Samantha Schroff Date: 08/23/2024 | 10:27:33 PDT
Title: Samantha Schroff, Renter

By: Michele Capps Date: 08/23/2024 | 17:06:11 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

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Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

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

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

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

08/23/2024 | 10:27:33 PDT

Executed at Orange, California on _____, 20___.

[redacted]NT/RELEASOR
Samantha Schroff
_____
Signature
Address: _____

PARENT OR GUARDIAN
_____
Signature
Address: _____

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

FORM F-31

AGREEMENT NO. **RA-EQC098-24**
DATE **8/15/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

- ☑ _1_ Box Stall (12' x 12')
- ☐ ___ Double Box Stall (12' x 24')
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "W" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Cara Todd
[redacted]

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

By:_____Date:_____
Title: Cara Todd, Renter

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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

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

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

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

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

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

(3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract

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

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

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

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

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

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

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

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

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

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

Executed at Orange, California on _____, 20___.

PARTICIPANT/RELEASOR

_____
Signature
Address: _____

PARENT OR GUARDIAN

_____
Signature
Address: _____

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

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FORM F-31

AGREEMENT NO. **RA-EQC099-24**
DATE **8/23/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

- ☑ _5_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☑ _1_ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Raquel Winder
[redacted]

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

08/23/2024 | 16:58:16 PDT

By:_____ Date:_____
Title: Raquel Winder, Renter

08/23/2024 | 17:03:23 PDT

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

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

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Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

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

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

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

Executed at Orange, California on 08/23/2024 | 16:58:16 PDT, 20___.

PARTICIPANT/RELEASOR

_____
Signature
Address:_____

PARENT OR GUARDIAN

_____
Signature
Address:_____

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

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FORM F-31

AGREEMENT NO. **RA-EQC101-24**
DATE **8/15/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 – December 31, 2024

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

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☑ _1_ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding Facility

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

Denise Xagorarakis
[redacted]

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

08/23/2024 | 09:54:17 PDT

By: Denise Xagorarakis Date:_____
Title: Denise Xagorarakis, Renter

08/23/2024 | 17:01:06 PDT

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

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

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

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

RENTER AGREES:

1. That the term of this Agreement is from June 15, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

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

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

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

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Exhibit F - Assembly Bill 1499

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

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

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

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

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

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

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

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

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

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

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

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

Facility Use Fee**	n/a	$ 400	Monthly

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

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

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

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

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

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

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

*Locker availability is limited.

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

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

Miscellaneous

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

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

DX

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

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

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

08/23/2024 | 09:54:17 PDT

Executed at Orange, California on _____, 20___.

PARTICIPANT/RELEASOR

Denise Xagorarakis
_____
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

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

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FORM F-31

AGREEMENT NO. **RA-EQC102-24**
DATE **7/30/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

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

WITNESSETH:

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

August 1 – December 31, 2024

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

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

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

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

William Ratner
[redacted]

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

By: William ratner Date: 07/31/2024 | 13:15:05 EDT
Title: William Ratner, Renter

By: Michele Capps Date: 07/31/2024 | 10:59:19 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

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

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

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

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

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

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

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

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

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

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

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

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

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

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EXHIBIT "A"

DATE(S) OF EVENT: August 1, 2024 and ending December 31, 2024

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

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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

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

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations

a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

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

17. Wash Racks

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

18. Horse Shoeing

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

19. Horse Trailers

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

20. Possessory Lien

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

21. Trainers

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

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

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

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

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

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

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

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

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

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

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

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

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

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

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

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$	76	Portion/Monthly
Orchard	$	91	Portion/Monthly
Timothy	$	88	Portion/Monthly
Bermuda	$	71	Portion/Monthly
Cubes	$	50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$	12	Per Bag
Non-compliance Fee	$	25 - 100	As needed
Other special requests (Labor only)	$	50	Per Hour

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, William ratner ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: WR
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 07/31/2024 | 13:15:05 EDT, 20___.

PARTICIPANT/RELEASOR

William ratner
_____
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

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FORM F-31

AGREEMENT NO. **RA-EQC103-24**
DATE **08/03/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC)**,** hereinafter called the Association, and **Melissa Reese** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 5 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☑ _1_ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding Facility

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Melissa Reese
[redacted]

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: Melissa Reese Date: 08/05/2024 | 20:37:29 PDT
Title: Melissa Reese, Renter

By: Michele Capps Date: 08/06/2024 | 17:59:16 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

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12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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EXHIBIT "A"

DATE(S) OF EVENT: August 5, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 5, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone’s safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer’s employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

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n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

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will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL tenants to use and no one is to claim any additional spaces, outside of spaces that are paid for by tenants (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

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must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

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scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
a. Security deposits are required.
b. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

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Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**		
	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$ 76	Portion/Monthly
Orchard	$ 91	Portion/Monthly
Timothy	$ 88	Portion/Monthly
Bermuda	$ 71	Portion/Monthly
Cubes	$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$ 12	Per Bag
Non-compliance Fee	$ 25 - 100	As needed
Other special requests (Labor only)	$ 50	Per Hour

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Melissa Reese ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: MR
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 08/05/2024 | 20:37:29 PDT, 20___.

PARTICIPANT/RELEASOR

Melissa Reese
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

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FORM F-31

AGREEMENT NO. **RA-EQC104-24**
DATE **8/13/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC)**,** hereinafter called the Association, and **Walk Intuit Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

September 1 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☑ _2_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☑ _1_ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☑ _1_ Misc. ____Facility Use _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” “W” and “X” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

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either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Walk Intuit Inc.
27128a Paseo Espada #1522
San Juan Capistrano, CA 92675
(323) 806-6675

By: Jessica Mathon Date: 08/21/2024 | 16:26:21 PDT
Title: Jessica Mathon, Co-Director, Renters

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: Michele Capps Date: 08/23/2024 | 16:25:25 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

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12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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EXHIBIT "A"

DATE(S) OF EVENT: September 1, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from September 1, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations

a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone’s safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer’s employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

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n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

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will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL renters to use and no one is to claim any additional spaces, outside of spaces that are paid for by renters (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

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must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

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scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
a. Security deposits are required.
b. The security deposit may be used for the purpose of repairing damage for which the renter is responsible (beyond normal wear and tear), outstanding feed bills, etc. The renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the renter of needed repairs in writing. The renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding (as requested), Box Stall Cleaning (as requested) and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

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Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**			
	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$ 76	Portion/Monthly
Orchard	$ 91	Portion/Monthly
Timothy	$ 88	Portion/Monthly
Bermuda	$ 71	Portion/Monthly
Cubes	$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$ 12	Per Bag
Non-compliance Fee	$ 25 - 100	As needed
Other special requests (Labor only)	$ 50	Per Hour

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EXHIBIT "X"

Renter agrees to partner with OCFEC and perform the following:

1. To provide horses for public programs including, but not limited to Ranch Community Center Discovery Days, Centennial Farm Discovery Days, Ranch After-school Program, Therapy Programs, Ranch Open House Events, Imaginology, etc. OCFEC Staff to provide calendars/schedules at least 4 weeks in advance for program needs. OCFEC Public programs to involve primarily hands-on experiences including petting, grooming, and groundwork with horses.
2. Horses must be healthy (health certificate must be provided), sound, have good temperaments, have the ability to tolerate attention by many individuals/groups (children and adults), have a low flight response, and not be shod, in order to provide the public/clients a safe experience. Horses with consistent experience used exclusively for therapy programs desired.
3. Horses must be owned/co-owned by Walk Intuit Inc. Proof of ownership and/or agreement required.
4. Horses to be accompanied by a qualified and experienced adult handler (18 years or older). Training through any of the following organizations (or similar) are acceptable:
   - PATH Intl. (Professional Association for Therapeutic Horsemanship Intl.)
   - AHCB (American Hippotherapy Certification Board)
   - EAGALA (Equine Assisted Growth and Learning Association)
5. Walk Intuit Inc. agrees to perform daily cleaning and feeding of Walk Intuit Inc. program horses (dry stall fee of $579 per 12' x 12' box stall, per month, applied). If cleaning and feeding is requested due to unforeseen circumstances, Walk Intuit will be charged the going facility rates for services.
6. Therapy programs offered must be facilitated through the services of qualified, experienced, and certified Licensed Therapists. Copies of licenses, certifications, and/or accreditations must be on file with OCFEC.
7. Walk Intuit Inc. to provide OCFEC with monthly reports, due by the 7th of each month for the preceding month, to allow OCFEC to track number of public served at the facility. Reports should include, but is not limited to the following: breakdown of programs provided to include number of public served (children/adults), number of volunteers, and volunteer hours served.
8. Walk Intuit Inc. to perform screening through Megan's Law for staff and volunteers.
9. Walk Intuit Inc. staff and volunteers must have name badges when on site.
10. Walk Intuit Inc. to submit completed 1099 IRS form.

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OCFEC agrees:

1. To provide dry stall rate fee of $579 per 12’ x 12’ box stall, per month. Should the feeding of horses and/or cleaning of 12’ x 12’ box stalls be requested (through outside Contractor services), the current going rate for services will be applied. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustments with feeding or cleaning.
2. To provide payment for use of Walk Intuit Inc. horses and staff at the following rates: $100 per hour, per horse; $50 per hour, per handler. Walk Intuit Inc. to invoice OC Fair & Event Center for use of program horses and handlers on a monthly basis with invoice due by the 7th of each month for the preceding month.
3. To provide exclusive use of designated arena when programs/sessions are being conducted. Walk Intuit Inc. to provide schedule of arena needs with OC Fair & Event Center at least 4 weeks in advance.
4. To include link to Walk Intuit Inc. on The Ranch Community Center webpage.

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Jessica Mathon ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: JM
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

08/21/2024 | 16:26:21 PDT

Executed at Orange, California on _____, 20___.

PARTICIPANT/RELEASOR

Jessica Mathon
_____
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

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FORM F-31

AGREEMENT NO. **RA-EQC105-24**
DATE **8/13/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC)**,** hereinafter called the Association, and **Jennifer Cohen** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 1 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☑ _2_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding Facility

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Jennifer Cohen
[redacted]

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: Jennifer Cohen Date: 08/13/2024 | 15:48:03 PDT
Title: Jennifer Cohen, Renter

By: Michele Capps Date: 08/13/2024 | 16:31:44 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

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12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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EXHIBIT "A"

DATE(S) OF EVENT: August 1, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations

a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone’s safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer’s employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

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n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

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will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL renters to use and no one is to claim any additional spaces, outside of spaces that are paid for by renters (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

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must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

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scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
a. Security deposits are required.
b. The security deposit may be used for the purpose of repairing damage for which the renter is responsible (beyond normal wear and tear), outstanding feed bills, etc. The shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the renter of needed repairs in writing. The renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

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Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$ 76	Portion/Monthly
Orchard	$ 91	Portion/Monthly
Timothy	$ 88	Portion/Monthly
Bermuda	$ 71	Portion/Monthly
Cubes	$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$ 12	Per Bag
Non-compliance Fee	$ 25 - 100	As needed
Other special requests (Labor only)	$ 50	Per Hour

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Jennifer Cohen ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: JC
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 08/13/2024 | 15:48:03 PDT, 20___.

PARTICIPANT/RELEASOR

Jennifer Cohen
_____
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. **RA-EQC106-24**
DATE **8/19/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC)**,** hereinafter called the Association, and **Monica Such** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 1 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☑ _3_ Box Stall (12' x 12')
- ☐ ___ Double Box Stall (12' x 24')
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "W" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Monica Such
[redacted]

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Monica Such, Renter

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: August 1, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone’s safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer’s employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL renters to use and no one is to claim any additional spaces, outside of spaces that are paid for by renters (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
    a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
    b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
    c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
    d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
    a. Security deposits are required.
    b. The security deposit may be used for the purpose of repairing damage for which the renter is responsible (beyond normal wear and tear), outstanding feed bills, etc. The renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the renter of needed repairs in writing. The renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
    c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and

(3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$ 76	Portion/Monthly
Orchard	$ 91	Portion/Monthly
Timothy	$ 88	Portion/Monthly
Bermuda	$ 71	Portion/Monthly
Cubes	$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$ 12	Per Bag
Non-compliance Fee	$ 25 - 100	As needed
Other special requests (Labor only)	$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on _____, 20___.

PARTICIPANT/RELEASOR

_____
Signature
Address: _____

PARENT OR GUARDIAN

_____
Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

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FORM F-31

AGREEMENT NO. **RA-EQC107-24**
DATE **8/19/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC)**,** hereinafter called the Association, and **Eireann Morrison** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 1 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☑ _1_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

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failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Eireann Morrison
[redacted]

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____ Date: 08/21/2024 | 15:31:02 PDT
Title: Eireann Morrison, Renter

By: Michele Capps Date: 08/21/2024 | 16:19:43 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

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12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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EXHIBIT "A"

DATE(S) OF EVENT: August 1, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone’s safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer’s employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

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n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

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will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL renters to use and no one is to claim any additional spaces, outside of spaces that are paid for by renters (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

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must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

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scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
a. Security deposits are required.
b. The security deposit may be used for the purpose of repairing damage for which the renter is responsible (beyond normal wear and tear), outstanding feed bills, etc. The renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the renter of needed repairs in writing. The renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

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Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**		
	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$	76	Portion/Monthly
Orchard	$	91	Portion/Monthly
Timothy	$	88	Portion/Monthly
Bermuda	$	71	Portion/Monthly
Cubes	$	50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$	12	Per Bag
Non-compliance Fee	$	25 - 100	As needed
Other special requests (Labor only)	$	50	Per Hour

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Eireann Morrison ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 08/21/2024 | 15:31:02 PDT, 20___.

PARTICIPANT/RELEASOR

_____
Signature
Address: _____

PARENT OR GUARDIAN

_____
Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

REVIEWED TD

APPROVED EY

AGREEMENT NO. **RA-EQC108-24**
DATE **8/22/2024**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC), hereinafter called the Association, and **Chao Gao** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 1 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

☑ _1_ Box Stall (12' x 12')	☐ ___ Locker (OCFEC Owned)
☐ ___ Double Box Stall (12' x 24')	☐ ___ Storage (Non-OCFEC Owned)
☐ ___ Tack Room	☐ ___ Misc. _____
☐ ___ Horse Trailer Parking	

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "W" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Chao Gao

[redacted]

By: _____ Date: 08/22/24
Title: Chao Gao, Renter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: Michele Capps Date: 8/26/24
Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: August 1, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 1, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer's employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL renters to use and no one is to claim any additional spaces, outside of spaces that are paid for by renters (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.
f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers
    a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks
    a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing
    a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers
    a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien
    a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers
    a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
    a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
    b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
    c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
    d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
    a. Security deposits are required.
    b. The security deposit may be used for the purpose of repairing damage for which the renter is responsible (beyond normal wear and tear), outstanding feed bills, etc. The renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the renter of needed repairs in writing. The renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
    c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and

(3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events: Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. **Termination**

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:
NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:
NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$ 76	Portion/Monthly
Orchard	$ 91	Portion/Monthly
Timothy	$ 88	Portion/Monthly
Bermuda	$ 71	Portion/Monthly
Cubes	$ 50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)
Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)
Any fraction of a portion will be charged as 1 portion.
*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$ 12	Per Bag
Non-compliance Fee	$ 25 - 100	As needed
Other special requests (Labor only)	$ 50	Per Hour

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Chao Ca ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: CL
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 08/22, 2024.

PARTICIPANT/RELEASOR

_____
Signature

Address: _____

PARENT OR GUARDIAN

_____
Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

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FORM F-31

AGREEMENT NO. **RA-EQC109-24**
DATE **8/30/2024**
FAIRTIME
INTERIM **XX**

REVIEWED TD

APPROVED EY

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center** (OCFEC)**,** hereinafter called the Association, and **Craig Liu** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises:

August 30 – December 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A and W

- ☑ _2_ Box Stall (12’ x 12’)
- ☐ ___ Double Box Stall (12’ x 24’)
- ☐ ___ Tack Room
- ☐ ___ Horse Trailer Parking
- ☐ ___ Locker (OCFEC Owned)
- ☐ ___ Storage (Non-OCFEC Owned)
- ☐ ___ Misc. _____

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Equestrian Center Boarding

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

SEE RATE SHEET (Exhibit W)

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “W” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within

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either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Craig Liu
[redacted]

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: _____ Date: 08/30/2024 | 16:53:47 PDT
Title: Craig Liu, Renter

By: Michele Capps Date: 08/30/2024 | 20:25:02 PDT
Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.

2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**

3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.

5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.

7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

10. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

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12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

13. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

14. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

15. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

19. OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft of ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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EXHIBIT "A"

DATE(S) OF EVENT: August 30, 2024 and ending December 31, 2024

LOCATION(S):
OC Fair & Event Center (OCFEC) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from August 30, 2024 through December 31, 2024.

2. Renter (Boarder or Trainer) rents from OCFEC, and OCFEC agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at OCFEC's customary rates and charges. OCFEC's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. OCFEC reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at OCFEC's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 of Rental Agreement.

3. Monthly boarding fees for each horse boarded (for box stall, feed, tack room, locker, non-OCFEC owned storage container, and/or horse trailer parking) shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of OCFEC's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of $3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the OCFEC, and no horse or trailer shall leave the OCFEC until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with OCFEC management.

4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.

5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.

6. Due to office/facility space limitations, OCFEC will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.

7. Boarding of horse(s) and use of OCFEC facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein.

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OCFEC may, at its discretion, change these General Rules and Regulations from time to time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by OCFEC.

8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period

9. For any emergency where medical attention is needed, please call OCFEC Public Safety at 714-708-1588.

10. General Rules and Regulations
    a. OCFEC facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. OCFEC reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the OCFEC premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at OCFEC's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the OCFEC grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on OCFEC grounds.

    b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. OCFEC and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

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11. Facility Use Rules
    a. Renter and affiliates shall comply at all times with the facility use rules.
    b. Public events such as shows, parades, clinics, open houses, tours, etc., in which the general public (persons that are not regular clients and or students of renters), hosted by any renter at the equestrian center facility must be approved by the OCFEC at least 30 days prior to event taking place. Such events are subject to the same rules & regulations as all other events taking place on the fairgrounds, including but not limited to payment of required rental fees set forth for the facility, providing proof of insurance for event (insurance requirements can be found in Exhibit B), submission of liability waivers from participants, and securing Temporary Food Permits (TFF) through OC Health Care Agency, if food is being served to the public. No exceptions. Disregard or violation of this rule may, at OCFEC's discretion, result in the immediate expulsion of renter(s).
    c. Never talk on the phone or text while mounted or driving a horse.
    d. Trotting or running horses will not be permitted outside of an arena.
    e. Minor children must be kept under constant supervision of parent or guardian.
    f. For safety, no riding double.
    g. No glass containers are be allowed on the grounds.
    h. Renter and/or affiliates may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.
    i. For everyone’s safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
    j. Horses are not allowed to be loose, nor are they allowed to freely roam.
    k. No stallions are allowed on the property.
    l. Dogs:
        i. Individuals: No dogs are allowed on the property.
        ii. Trainers: are the only ones allowed to have dogs on property. Trainers are allowed to have 3 dogs maximum, registered with the center office. Dogs must be on leash at all times and must be well-behaved, no barking. Dogs are not allowed in arenas, turnouts, round pens and near lessons. Dogs should be kept in tack rooms and are the sole responsibility of the trainer. Trainer must be on site when dogs are on property. Trainer’s employees, clients, guest, assistant trainers, staff or affiliates are not allowed to bring their personal dogs. Dogs must be cleaned up after. Any violation of these rules will result in non-compliance fee.
    m. Parking and Speed Limit:
        i. Speed limit on OCFEC premises is 3 miles per hour in all driveways and parking lots.
        ii. Private vehicles must be parked in center designated parking lot and parking stalls. Parking on grass areas, aisleways, by barn stall/arenas/storage containers, etc. is NOT permitted.
        iii. Vehicles parked in an area not permitted shall be at risk of being towed at the owner's expense and a non-compliance fee applied.
        iv. NO overnight vehicles allowed without the expressed written consent of the OCFEC.

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n. No smoking/vaping is permitted.
o. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any mane pullings should be swept up and disposed of in the trash receptacles.

12. Arena Rules
    a. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
    b. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
    c. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
    d. Riders must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
    e. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as user is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.
    f. Availability of arenas will be based off OCFEC's public program needs. Notification regarding arena availability and/or closures will be communicated to Renters.

13. Tack Room Rules
    a. No space heaters allowed in any tack room space.
    b. No overnight stays allowed.
    c. No modifications of any kind can be done without the expressed written consent of the OCFEC.
    d. Renters are responsible for their own equipment and the general order of their tack room space.
    e. Do not stack items in and around aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.
    f. Trash should be placed in designated waste bins.
    g. Renters with tack room space must comply with all California State Fire Codes. Any appliances (refrigerator, freezer, microwave or fan) must plug directly into an outlet (no extension cords, power strips or outlet splitters). Management will remove fire hazards at their discretion and a non-compliance fee will be applied.
    h. Tack rooms with electrical panels require 3 feet of clearance and transformers need 12 inches of clearance. Management will remove fire hazards at their discretion and a fine

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will be applied. Management reserves the right to enter tack rooms with electrical panels without notice for electrical needs.

i. Tack room locks: Code or copy of key must be provided to the center office. OCFEC staff will give notice to enter tack room, except in an emergency situation.

14. Barn Aisles
    a. Feed and tack must be in a secure container and the containers must be kept in good shape.
    b. Feed and tack containers must conform to the following standards:
        i. No items may extend more than 34 inches from the stall or tack room.
        ii. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.
        iii. Feed stickers must be visible.

15. Common Areas
    a. Common areas are considered to be grass spaces, barn aisles, etc. Common areas are available for ALL renters to use and no one is to claim any additional spaces, outside of spaces that are paid for by renters (these include box stalls, tack rooms, horse trailer parking, lockers and/or non-OCFEC owned storage containers on approved list).
    b. Storage Containers in common spaces must receive permission from OCFEC management before any containers are brought in and/or moved. Approved (non-OCFEC owned) storage containers will be inventoried and labeled by the office. Fees will be assessed based on size (refer to Exhibit W).
    c. Plants: While some plants can add to beautification of areas, having too many can also allow for hiding spaces for insects and rodents. Additionally, some plants are unkempt and/or have broken pots. This is especially true of some Ficus plants. We will allow for plants to remain within the following guidelines:
        i. Plants can only be placed in front of your stall or tack room, with plants extending no more than 16 inches out from your stall or tack room. NO plants should be placed at ends of barns regardless if your stall or tack room is an end unit.
        ii. NO hanging plants/pots allowed.
        iii. Plant size limited to up to a 5-gallon pot.
        iv. Plant pots/containers must be placed atop a brick base to prevent roots from establishing themselves.
        v. Containers/pots must not be cracked/broken.
        vi. NO empty plant pots/containers allowed.
        vii. Plants must be maintained.
        viii. Dead plants and/or any of the plants not meeting the above criteria will be removed by OCFEC management.
    d. Furniture (canopies, benches, chairs and tables): If you place canopies, benches, chairs and/or tables in common spaces they are for ALL to use. While using benches, chairs and tables, please be respectful and leave furniture where you found it. Furniture should be placed in non-invasive locations and will be moved by OCFEC management if location is not appropriate or causes safety issues. OCFEC management does not assume any responsibility for broken, lost, damaged, etc. to personal furniture. Canopies

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must be fire-retardant, label indicating material of canopy is fire-retardant must be visible and/or provided for fire inspections. Canopies must be secured properly via weights or staked into the ground.

e. Shade Cloth: Shade cloth placed in common arenas need to be approved by EQC management. Shade cloth must be fire-retardant and kept in good condition. Label indicating material of shade cloth is fire-retardant must be visible and/or provided for fire inspections.

f. Miscellaneous: Additional items e.g., bird feeders, pet waste stations, wind chimes/spinners, etc. are NOT allowed to be placed in common areas.

16. Hot Walkers

a. Hot walker use is limited to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

17. Wash Racks

a. Wash racks are provided on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

18. Horse Shoeing

a. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with OCFEC management.

19. Horse Trailers

a. Due to a limited number of parking spots on OCFEC property, renters may not store their horse trailers on OCFEC property unless a parking spot and permit are assigned to them by OCFEC. A monthly charge will be assessed for any horse trailer stored on OCFEC property as set forth in the current Schedule of Fees (Exhibit W). OCFEC does not accept liability for any theft or damage to trailers.

20. Possessory Lien

a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, OCFEC shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, OCFEC has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during OCFEC's possession, even though you may be refused access to or use of the horse(s), and that OCFEC has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

21. Trainers

a. Trainers are defined as equestrian professionals who provide equine training and care services which may include: Training of horses, instruction to riders, grooming and care services, and other services related to the management of horse and rider. The

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scope of services is to be determined between the Service Provider and the horse owner or student as appropriate.

b. Trainers are subject to a Facility Use Fee (refer to Exhibit W).
c. One (1) banner no larger than 12 feet long by 3 feet tall is allowed per Trainer on the official center training list. OCFEC staff to approve location and placement of banner.
d. All Trainers must have a signed rental agreement and certificate of liability to conduct business on property.
e. Trainers are responsible to communicate and implement facility rules and regulations to their clients, guests, assistant trainers, staff and affiliates.

22. Cameras
a. Prior to installation, a written request must be submitted to the OCFEC for approval to place a camera in a stall.
b. Cameras may only be installed for specific purposes such as security and/or monitoring the health and safety of the horse.
c. Cameras are permitted only inside the stall and must be positioned to face your horse. Additionally, a sign must be prominently placed outside the stall stating, "Warning, Security Camera In Use" or similar in nature, by the owner.
d. Cameras must not be directed towards aisle ways or common areas. These rules are implemented to ensure the privacy of all individuals within the property.

23. Security Deposit
a. Security deposits are required.
b. The security deposit may be used for the purpose of repairing damage for which the renter is responsible (beyond normal wear and tear), outstanding feed bills, etc. The renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the renter of needed repairs in writing. The renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
c. Security deposit requirements are as follows:

TYPE	SECURITY DEPOSIT REQUIRMENT*
Box stall(s)	Equal to 50% of one (1) month's rent (Based on stall size. For example, if a horse will be boarded in a 12'x12' box stall, deposit shall be $378 [based on rate of $756 effective 6/15/24]).
Tack Room	Equal to 50% of one (1) month's rent.
Locker (OCFEC owned)	Equal to 50% of one (1) month's rent.
	*50% deposit requirement will be based off current rates (Exhibit W) per move-in.

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OCFEC AGREES:

1. To provide center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and for District-run public program needs.

2. Facility access generally allowed between 6 a.m. and 10 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on District-run public program needs and notification of such will be communicated to Renters. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call OCFEC Public Safety at 714-708-1588.

3. To provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.

4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.

5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify OCFEC management and make appropriate arrangements for any adjustment in feeding.

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California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS
(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

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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.

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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

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(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.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause**
   During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

   Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

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Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.

2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.

4) Any combination of 1or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

1) No more than 55 dB in any area where a home is located.
2) No more than 70 dB behind stages.
3) No more than 92 dB at FOH.
4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

1) In all cases, apply reasonable care to:
   a) Not interfere with surrounding vendors activities.
   b) Maintain a level reasonably consistent with the program material and audience size to be covered.
   c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
   d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
   e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.

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Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

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EQUESTRIAN
BOARDING & TRAINING CENTER
AT THE OC FAIRGROUNDS

Exhibit W

Boarding Fee Stall Base Rates	6/15/2024	10/1/2024	1/1/2025
12' x 12' Single Box Stall	$ 756	$ 868	$ 979
12' x 24' Double Box Stall	$ 1,201	$ 1,379	$ 1,558

	6/15/2024	10/1/2024	
Tack Room	$ 394	$ 433	Monthly
Horse Trailer Parking	$ 152	$ 167	Monthly

Facility Use Fee**	$ 400	Monthly

**Applies to any boarder offering paid lessons, training or programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

Alfalfa	$	76	Portion/Monthly
Orchard	$	91	Portion/Monthly
Timothy	$	88	Portion/Monthly
Bermuda	$	71	Portion/Monthly
Cubes	$	50	Portion/Monthly

Example charges based off 6/15/24 rate:
Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.
$756 + $76 + $76 + $76 = $984 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.
$756 + $88 + $88 + $50 = $982 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)	6/15/2024	10/1/2024	
Locker	$ 19	$ 21	Monthly
Locker, Big	$ 48	$ 53	Monthly
Locker, Small	$ 121	$ 133	Monthly
Locker, Large	$ 242	$ 266	Monthly

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)	6/15/2024	10/1/2024	
Storage, Small (1 to 7.5 square feet)	$ 25	$ 28	Monthly
Storage, Medium (8 to 19.5 square feet)	$ 50	$ 55	Monthly
Storage, Large (20 to 25 square feet)	$ 75	$ 83	Monthly
Storage, XLarge (25.5 to 35 square feet)	$ 100	$ 110	Monthly

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Miscellaneous

Bag of Shavings	$	12	Per Bag
Non-compliance Fee	$	25 - 100	As needed
Other special requests (Labor only)	$	50	Per Hour

Docusign Envelope ID: CD3D0BBB-A190-4F45-A572-17F5A6C58D80

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Craig Liu ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

08/30/2024 | 16:53:47 PDT

Executed at Orange, California on _____, 20___.

PARTICIPANT/RELEASOR

_____
Signature
Address: _____

PARENT OR GUARDIAN

_____
Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. **R-005-24**
DATE **August 3, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **SOCA Fights** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 28 - 29, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$20,387.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

SOCA Fights
P.O. Box 10205
Newport Beach, CA 92658

By:_____Date:_____
Title: Roy Englebrecht, Promoter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Fight Club OC	**Contract No:**		R-005-24
Contact Person:	Roy Englebrecht	**Phone:**		(949) 235-6155
Event Date:	08/29/2024	**Hours:**	**Happy Hour (Baja Blues):**	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: $40.00 - $80.00		**Event:**	7:00 PM - 10:00 PM
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**		1,200

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
The Hangar	08/28/2024 06:00 AM - 11:59 PM	Move In	575.00
Thursday			
The Hangar	08/29/2024 05:30 PM - 10:00 PM	Event	2,750.00
		Total:	**3,325.00**

Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Thursday - August 29, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
25 MB Internet - Hard Line	08/29/2024	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
EVOLV - Weapon Detection System	08/29/2024	1.00	EA	800.00	EA/DAY	800.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	08/23/2024 - 08/29/2024	1.00	WK	Included		Included
Portable Electronic Message Board	08/29/2024	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	08/29/2024	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
				Total:		**7,880.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant Lead	08/29/2024 05:30PM - 10:00PM	1.00	EA	33.00	HR	148.50
Grounds Attendant	08/29/2024 05:30PM - 10:00PM	2.00	EA	28.00	HR	252.00
Janitorial Attendant	08/29/2024 05:30PM - 10:00PM	2.00	EA	28.00	HR	252.00
Electrician	08/29/2024 05:30PM - 10:00PM	1.00	EA	70.00	HR	315.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	28.00	HR	392.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Sales & Services						
Event Coordinator	08/29/2024 05:30PM - 10:00PM	1.00	EA	54.50	HR	245.25
Parking						
Parking Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Safety & Security						
Security Attendant Lead	08/29/2024 06:15PM - 10:45PM	1.00	EA	33.00	HR	148.50
Security Attendant	08/29/2024 04:30PM - 09:00PM	2.00	EA	28.00	HR	252.00
Security Attendant	08/29/2024 06:15PM - 10:45PM	5.00	EA	28.00	HR	630.00
Technology						
Technology Attendant	Estimate 1 Hour	1.00	HR	54.50	HR	54.50
Outside Services						
Orange County Sheriff Services	Estimate Only	1.00	EA	4,200.00	EVT	4,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
					Total:	**8,682.25**

Summary

Facility Rental Total	$3,325.00
Estimated Equipment, Reimbursable Personnel and Services Total	$16,562.25
Refundable Deposit	$500.00
Grand Total:	**$20,387.25**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$10,193.75
Second Payment	08/21/2024	$10,193.50
Total:		**$20,387.25**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2024 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

CHAIRS

Event Producer will pay a chair rental fee of $2.00 per tied chair and $1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at $5.00 per name.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, SOCA Fights must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. SOCA Fights must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, SOCA Fights must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-017-24**
DATE **September 13, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 9 - 14, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$64,231.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

By:_____Date:_____
Title: Allen Van Volkinburgh, Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	**Contract No:**	R-017-24
Contact Person:	Allen Van Volkinburgh	**Phone:**	(503) 252-8300
Event Date:	10/11/2024 - 10/13/2024	**Hours:**	**Friday Wholesale:** 10:00 AM - 12:00 PM
			Friday: 12:00 PM - 6:00 PM
			Saturday: 10:00 AM - 6:00 PM
Admission Price:	Adult: $7 weekend pass (discount coupon online)		**Sunday:** 10:00 AM - 5:00 PM
	Child: Under 12 Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	4,500

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Costa Mesa Building (#10)	10/09/2024 08:00 AM - 08:00 PM	Move In	2,375.00
¼ Main Mall	10/09/2024 08:00 AM - 08:00 PM	Move In	237.50
Santa Ana Pavilion (Parade of Products)	10/09/2024 08:00 AM - 08:00 PM	Move In	1,175.00
Thursday			
Costa Mesa Building (#10)	10/10/2024 08:00 AM - 08:00 PM	Move In	2,375.00
¼ Main Mall	10/10/2024 08:00 AM - 08:00 PM	Move In	237.50
Santa Ana Pavilion (Parade of Products)	10/10/2024 08:00 AM - 08:00 PM	Move In	1,175.00
Friday			
Costa Mesa Building (#10)	10/11/2024 10:00 AM - 06:00 PM	Event	4,750.00
¼ Main Mall	10/11/2024 10:00 AM - 06:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	10/11/2024 10:00 AM - 06:00 PM	Event	2,350.00
Saturday			
Costa Mesa Building (#10)	10/12/2024 10:00 AM - 06:00 PM	Event	4,750.00
¼ Main Mall	10/12/2024 10:00 AM - 06:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	10/12/2024 10:00 AM - 06:00 PM	Event	2,350.00
Sunday			
Costa Mesa Building (#10)	10/13/2024 10:00 AM - 05:00 PM	Event	4,750.00
¼ Main Mall	10/13/2024 10:00 AM - 05:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	10/13/2024 10:00 AM - 05:00 PM	Event	2,350.00
Monday			
Costa Mesa Building (#10)	10/14/2024 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	10/14/2024 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/14/2024 08:00 AM - 12:00 PM	Move Out	No Charge
		Total:	**30,300.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Monday - October 14, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 10	10.00 EA	70.00 EA	700.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 6	6.00 EA	15.00 EA	90.00
Dumpster	Estimate 33	33.00 EA	20.00 EA	660.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00 EA	1,210.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,375.00 EVT	3,375.00

EXHIBIT A

Event Information

Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	09/16/2024 - 10/13/2024	4.00	WK	Included		Included
Portable Electronic Message Board	10/11/2024 - 10/13/2024	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	10/11/2024 - 10/13/2024	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
					Total:	**10,235.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 11 Hours	11.00	HR	70.00	HR	770.00
Event Day						
Grounds Attendant Lead	10/11/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	10/11/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	10/11/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Grounds Attendant Lead	10/12/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	10/12/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	10/12/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Grounds Attendant Lead	10/13/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	10/13/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	10/13/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	28.00	HR	420.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Electrician	Estimate 10 Hours	10.00	HR	70.00	HR	700.00
Event Sales & Services						
Event Coordinator	10/11/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	10/12/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	10/13/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	33.00	HR	297.00
Parking Attendant	Estimate 18 Hours	18.00	HR	28.00	HR	504.00
Safety & Security						
Security Attendant	10/10/2024 09:45AM - 06:00PM	4.00	EA	28.00	HR	924.00
Security Attendant - Overnight	10/10/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	10/11/2024 09:00AM - 06:30PM	1.00	EA	33.00	HR	313.50
Security Attendant - Daytime	10/11/2024 07:00AM - 12:00PM	2.00	EA	28.00	HR	280.00

EXHIBIT A

Event Information

Security Attendant - Daytime	10/11/2024 09:00AM - 06:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant - Daytime	10/11/2024 10:00AM - 06:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Overnight	10/11/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	10/12/2024 09:00AM - 06:30PM	1.00	EA	33.00	HR	313.50
Security Attendant - Daytime	10/12/2024 07:00AM - 12:00PM	1.00	EA	28.00	HR	140.00
Security Attendant - Daytime	10/12/2024 09:00AM - 06:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant - Daytime	10/12/2024 10:00AM - 06:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Overnight	10/12/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	10/13/2024 09:00AM - 05:30PM	1.00	EA	33.00	HR	280.50
Security Attendant - Daytime	10/13/2024 07:00AM - 12:00PM	1.00	EA	28.00	HR	140.00
Security Attendant - Daytime	10/13/2024 09:00AM - 05:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Daytime	10/13/2024 10:00AM - 05:30PM	4.00	EA	28.00	HR	840.00
Security Attendant	10/13/2024 04:00PM - 09:00PM	4.00	EA	28.00	HR	560.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	10/11/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	10/12/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	10/13/2024 09:30AM - 05:30PM	2.00	EA	33.00	HR	528.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,350.00	EVT	1,350.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	TBD	HR	263.00	HR	TBD
					Total:	**22,896.50**

Summary

Facility Rental Total	$30,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	$33,131.50
Refundable Deposit	$800.00
Grand Total:	**$64,231.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$64,231.50
	Total:	**$64,231.50**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Gem Faire, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Gem Faire, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Gem Faire, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-018-24**
DATE **September 13, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

December 4 - 9, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$64,231.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

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8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

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11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

By:_____Date:_____
Title: Allen Van Volkinburgh, Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	**Contract No:**	R-018-24
Contact Person:	Allen Van Volkinburgh	**Phone:**	(503) 252-8300
Event Date:	12/06/2024 - 12/08/2024	**Hours:**	**Friday Wholesale:** 10:00 AM - 12:00 PM
			Friday: 12:00 PM - 6:00 PM
			Saturday: 10:00 AM - 6:00 PM
Admission Price:	Adult: $7 weekend pass (discount coupon online)		**Sunday:** 10:00 AM - 5:00 PM
	Child: Under 12 Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	4,500

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
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Santa Ana Pavilion (Parade of Products)	12/04/2024 08:00 AM - 08:00 PM	Move In	1,175.00
Thursday			
Costa Mesa Building (#10)	12/05/2024 08:00 AM - 08:00 PM	Move In	2,375.00
¼ Main Mall	12/05/2024 08:00 AM - 08:00 PM	Move In	237.50
Santa Ana Pavilion (Parade of Products)	12/05/2024 08:00 AM - 08:00 PM	Move In	1,175.00
Friday			
Costa Mesa Building (#10)	12/06/2024 10:00 AM - 06:00 PM	Event	4,750.00
¼ Main Mall	12/06/2024 10:00 AM - 06:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	12/06/2024 10:00 AM - 06:00 PM	Event	2,350.00
Saturday			
Costa Mesa Building (#10)	12/07/2024 10:00 AM - 06:00 PM	Event	4,750.00
¼ Main Mall	12/07/2024 10:00 AM - 06:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	12/07/2024 10:00 AM - 06:00 PM	Event	2,350.00
Sunday			
Costa Mesa Building (#10)	12/08/2024 10:00 AM - 05:00 PM	Event	4,750.00
¼ Main Mall	12/08/2024 10:00 AM - 05:00 PM	Event	475.00
Santa Ana Pavilion (Parade of Products)	12/08/2024 10:00 AM - 05:00 PM	Event	2,350.00
Monday			
Costa Mesa Building (#10)	12/09/2024 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	12/09/2024 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	12/09/2024 08:00 AM - 12:00 PM	Move Out	No Charge
		Total:	**30,300.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Monday - December 9, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 10	10.00 EA	70.00 EA	700.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 6	6.00 EA	15.00 EA	90.00
Dumpster	Estimate 33	33.00 EA	20.00 EA	660.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00 EA	1,210.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,375.00 EVT	3,375.00

EXHIBIT A

Event Information

Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	11/11/2024 - 12/08/2024	4.00	WK	Included		Included
Portable Electronic Message Board	12/06/2024 - 12/08/2024	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	12/06/2024 - 12/08/2024	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
					Total:	**10,235.00**

Reimbursable Personnel and Services Fees

Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 11 Hours	11.00	HR	70.00	HR	770.00
Event Day						
Grounds Attendant Lead	12/06/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	12/06/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	12/06/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Grounds Attendant Lead	12/07/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	12/07/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	12/07/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Grounds Attendant Lead	12/08/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/08/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	12/08/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	28.00	HR	420.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Electrician	Estimate 10 Hours	10.00	HR	70.00	HR	700.00
Event Sales & Services						
Event Coordinator	12/06/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	12/07/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	12/08/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	33.00	HR	297.00
Parking Attendant	Estimate 18 Hours	18.00	HR	28.00	HR	504.00
Safety & Security						
Security Attendant	12/05/2024 09:45AM - 06:00PM	4.00	EA	28.00	HR	924.00
Security Attendant - Overnight	12/05/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	12/06/2024 09:00AM - 06:30PM	1.00	EA	33.00	HR	313.50
Security Attendant - Daytime	12/06/2024 07:00AM - 12:00PM	2.00	EA	28.00	HR	280.00

EXHIBIT A

Event Information

Security Attendant - Daytime	12/06/2024 09:00AM - 06:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant - Daytime	12/06/2024 10:00AM - 06:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Overnight	12/06/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	12/07/2024 09:00AM - 06:30PM	1.00	EA	33.00	HR	313.50
Security Attendant - Daytime	12/07/2024 07:00AM - 12:00PM	1.00	EA	28.00	HR	140.00
Security Attendant - Daytime	12/07/2024 09:00AM - 06:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant - Daytime	12/07/2024 10:00AM - 06:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Overnight	12/07/2024 06:00PM - 07:00AM	2.00	EA	28.00	HR	728.00
Security Attendant Lead	12/08/2024 09:00AM - 05:30PM	1.00	EA	33.00	HR	280.50
Security Attendant - Daytime	12/08/2024 07:00AM - 12:00PM	1.00	EA	28.00	HR	140.00
Security Attendant - Daytime	12/08/2024 09:00AM - 05:30PM	4.00	EA	28.00	HR	952.00
Security Attendant - Daytime	12/08/2024 10:00AM - 05:30PM	4.00	EA	28.00	HR	840.00
Security Attendant	12/08/2024 04:00PM - 09:00PM	4.00	EA	28.00	HR	560.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	12/06/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	12/07/2024 09:30AM - 06:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	12/08/2024 09:30AM - 05:30PM	2.00	EA	33.00	HR	528.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,350.00	EVT	1,350.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	TBD	HR	263.00	HR	TBD
					Total:	**22,896.50**

Summary

Facility Rental Total	$30,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	$33,131.50
Refundable Deposit	$800.00
Grand Total:	**$64,231.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	10/04/2024	$32,115.75
Second Payment	11/04/2024	$32,115.75
	Total:	**$64,231.50**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Gem Faire, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Gem Faire, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Gem Faire, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-036-24**
DATE **July 15, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Incuplace, LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 4 - 9, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

626 Night Market - OC

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$168,661.75

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Incuplace, LLC
P.O. Box 3772
Alhambra, CA 91803

By:_____Date:_____
Title: Jonny Hwang, Promoter on behalf Incuplace, LLC

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	626 Night Market - OC	**Contract No:**	R-036-24
Contact Person:	Jonny Hwang	**Phone:**	(626) 765-5066
Event Date:	09/06/2024 - 09/08/2024	**Hours:**	Friday - Sunday: 4:00 PM - 11:00 PM
Admission Price:	$5.00		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	25,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
OC Promenade (Span)	09/04/2024 07:00 AM - 11:59 PM	Move In	1,325.00
½ Parking Lot G	09/04/2024 07:00 AM - 11:59 PM	Move In	550.00
Parking Lot I	09/04/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Thursday			
OC Promenade (Span)	09/05/2024 07:00 AM - 11:59 PM	Move In	1,325.00
½ Parking Lot G	09/05/2024 07:00 AM - 11:59 PM	Move In	550.00
Parking Lot I	09/05/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Friday			
OC Promenade (Span)	09/06/2024 04:00 PM - 11:00 PM	Event	2,650.00
½ Parking Lot G	09/06/2024 04:00 PM - 11:00 PM	Event	1,100.00
Parking Lot I	09/06/2024 04:00 PM - 11:00 PM	Event	2,200.00
Saturday			
OC Promenade (Span)	09/07/2024 04:00 PM - 11:00 PM	Event	2,650.00
½ Parking Lot G	09/07/2024 04:00 PM - 11:00 PM	Event	1,100.00
Parking Lot I	09/07/2024 04:00 PM - 11:00 PM	Event	2,200.00
Sunday			
OC Promenade (Span)	09/08/2024 04:00 PM - 11:00 PM	Event	2,650.00
½ Parking Lot G	09/08/2024 04:00 PM - 11:00 PM	Event	1,100.00
Parking Lot I	09/08/2024 04:00 PM - 11:00 PM	Event	2,200.00
Monday			
OC Promenade (Span)	09/09/2024 07:00 AM - 11:59 AM	Move Out	No Charge
½ Parking Lot G	09/09/2024 07:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	09/09/2024 07:00 AM - 11:59 AM	Move Out	No Charge
		Total:	**23,800.00**

Hosting of this event in the above specified space, OC Promenade, Parking Lot G and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - September 9, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop	Estimate 6	6.00 EA	360.00 EA	2,160.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
40 Yard Dumpster	Estimate 11	11.00 EA	234.00 EA	2,574.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	Estimate 92	92.00 EA	15.00 EA	1,380.00
Cable Ramp	Estimate 202	202.00 EA	15.00 EA	3,030.00

EXHIBIT A

Event Information

Concrete Base	Estimate 2	2.00	EA	75.00	EA	150.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 127	127.00	EA	55.00	EA	6,985.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,700.00	EVT	2,700.00
EVOLV - Weapon Detection System	09/06/2024 - 09/08/2024	1.00	EA	800.00	EA/DAY	2,400.00
Forklift (40 Yard Dumpster)	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Light Tower	TBD	TBD	EA	400.00	EA	TBD
Man Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board	08/12/2024 - 09/08/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	09/06/2024 - 09/08/2024	2.00	EA	75.00	EA/DAY	450.00
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Flat Rate	1.00	EA	400.00	FLAT	400.00
Straw Bale	TBD	TBD	EA	13.00	EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 29 Tons	29.00	TON	90.00	TON	2,610.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
				Total:		**35,059.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	33.00	HR	396.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	28.00	HR	1,568.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Electrician	Estimate 40 Hours	40.00	HR	70.00	HR	2,800.00
Plumber	Estimate 11 Hours	11.00	HR	70.00	HR	770.00
Event Day						
Grounds Attendant Lead	09/06/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Grounds Attendant	09/06/2024 07:00AM - 03:30PM	4.00	EA	28.00	HR	952.00
Grounds Attendant	09/06/2024 03:00PM - 12:00AM	8.00	EA	28.00	HR	2,016.00
Janitorial Attendant Lead	09/06/2024 02:00PM - 12:00AM	1.00	EA	33.00	HR	330.00
Janitorial Attendant	09/06/2024 02:00PM - 12:00AM	17.00	EA	28.00	HR	4,760.00
Janitorial Attendant	09/06/2024 06:00PM - 12:00AM	8.00	EA	28.00	HR	1,344.00
Electrician	09/06/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Plumber	Estimate 4 Hours	4.00	HR	70.00	HR	280.00
Grounds Attendant Lead	09/07/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Grounds Attendant	09/07/2024 07:00AM - 03:30PM	4.00	EA	28.00	HR	952.00
Grounds Attendant	09/07/2024 03:00PM - 12:00AM	8.00	EA	28.00	HR	2,016.00
Janitorial Attendant Lead	09/07/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Janitorial Attendant	09/07/2024 03:00PM - 12:00AM	19.00	EA	28.00	HR	4,788.00
Janitorial Attendant	09/07/2024 06:00PM - 12:00AM	8.00	EA	28.00	HR	1,344.00
Electrician	09/07/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Plumber	Estimate 4 Hours	4.00	HR	70.00	HR	280.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	09/08/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Grounds Attendant	09/08/2024 07:00AM - 03:30PM	4.00	EA	28.00	HR	952.00
Grounds Attendant	09/08/2024 03:00PM - 12:00AM	8.00	EA	28.00	HR	2,016.00
Janitorial Attendant Lead	09/08/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Janitorial Attendant	09/08/2024 03:00PM - 12:00AM	17.00	EA	28.00	HR	4,284.00
Janitorial Attendant	09/08/2024 06:00PM - 12:00AM	8.00	EA	28.00	HR	1,344.00
Electrician	09/08/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Plumber	Estimate 4 Hours	4.00	HR	70.00	HR	280.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	28.00	HR	1,568.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 44 Hours	44.00	HR	70.00	HR	3,080.00
Plumber	Estimate 11 Hours	11.00	HR	70.00	HR	770.00
Event Sales & Services						
Event Coordinator	09/06/2024 02:00PM - 11:30PM	1.00	EA	54.50	HR	517.75
Event Coordinator	09/07/2024 02:00PM - 11:30PM	1.00	EA	54.50	HR	517.75
Event Coordinator	09/08/2024 02:00PM - 11:30PM	1.00	EA	54.50	HR	517.75
Parking						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	33.00	HR	792.00
Parking Attendant	Estimate 54 Hours	54.00	HR	28.00	HR	1,512.00
Safety & Security						
Security Attendant - Overnight	09/05/2024 10:30PM - 09:30AM	2.00	EA	28.00	HR	616.00
Security Attendant Lead	09/06/2024 03:00PM - 11:30PM	1.00	EA	33.00	HR	280.50
Security Attendant - Vendor Gate	09/06/2024 02:00PM - 11:30PM	1.00	EA	28.00	HR	266.00
Security Attendant	09/06/2024 03:00PM - 11:30PM	15.00	EA	28.00	HR	3,570.00
Security Attendant - Overnight	09/06/2024 10:30PM - 09:30AM	2.00	EA	28.00	HR	616.00
Security Attendant Lead	09/07/2024 03:00PM - 11:30PM	1.00	EA	33.00	HR	280.50
Security Attendant - Vendor Gate	09/07/2024 02:00PM - 11:30PM	1.00	EA	28.00	HR	266.00
Security Attendant	09/07/2024 03:00PM - 11:30PM	15.00	EA	28.00	HR	3,570.00
Security Attendant - Overnight	09/07/2024 10:30PM - 09:30AM	2.00	EA	28.00	HR	616.00
Security Attendant Lead	09/08/2024 03:00PM - 11:30PM	1.00	EA	33.00	HR	280.50
Security Attendant - Vendor Gate	09/08/2024 02:00PM - 11:30PM	1.00	EA	28.00	HR	266.00
Security Attendant	09/08/2024 03:00PM - 11:30PM	15.00	EA	28.00	HR	3,570.00
Security Attendant - Overnight	09/08/2024 10:30PM - 09:30AM	2.00	EA	28.00	HR	616.00
Technology						
Technology Attendant	TBD	TBD	HR	54.50	HR	TBD
Outside Services						
Costa Mesa Police Department	Estimate Only	1.00	EA	7,500.00	EVT	7,500.00
Emergency Medical Services	09/06/2024 03:30PM - 11:30PM	4.00	EA	33.00	HR	1,056.00
Emergency Medical Services	09/07/2024 03:30PM - 11:30PM	4.00	EA	33.00	HR	1,056.00
Emergency Medical Services	09/08/2024 03:30PM - 11:30PM	4.00	EA	33.00	HR	1,056.00
Orange County Sheriff Services	09/06/2024 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00
Orange County Sheriff Services	09/07/2024 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00

EXHIBIT A

Event Information

Orange County Sheriff Services	09/08/2024 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00
Sound Engineer	09/06/2024 - 09/08/2024	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
					Total:	**99,802.75**

Summary

Facility Rental Total	$23,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	$134,861.75
Refundable Deposit	$10,000.00
Grand Total:	**$168,661.75**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$84,331.00
Second Payment	08/05/2024	$84,330.75
	Total:	**$168,661.75**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

FOOD & BEVERAGE VENDOR FEE – 626 NIGHT MARKET - OC

Incuplace, LLC agrees to pay $110.00 per food vendor (per 10'x10' space) and $60.00 per food truck to OVG Hospitality by no later than **Monday - August 26, 2024.** OVG Hospitality will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coodinator for details.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Incuplace, LLC must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Incuplace, LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Incuplace, LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-038-24**
DATE **September 7, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Silver Ince Productions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

November 8 - 10, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Wine Fest

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$26,364.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Silver Ince Productions
21131 Via Canon
Yorba Linda, CA 92887

By:_____Date:_____
Title: Corey Silverman, Chief of Operations

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Wine Fest	**Contract No:**	R-038-24
Contact Person:	Corey Silverman	**Phone:**	(714) 865-4100
Event Date:	11/09/2024 - 11/10/2024	**Hours:**	Saturday: 11:00 AM - 8:00 PM Sunday: 11:00 AM - 3:00 PM
Admission Price:	$50.00 - $85.00		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	1,800

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
The Hangar	11/08/2024 10:00 AM - 08:00 PM	Move In	1,975.00
Saturday			
The Hangar	11/09/2024 11:00 AM - 08:00 PM	Event	3,950.00
Sunday			
The Hangar	11/10/2024 11:00 AM - 03:00 PM	Event	3,950.00
		Total:	**9,875.00**

Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - November 10, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA	300.00
Dumpster	Estimate 20	20.00 EA	20.00 EA	400.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	750.00 EVT	750.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	TBD	TBD EA	12.00 EA	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	11/04/2024 - 11/10/2024	1.00 WK	Included	Included
Portable Electronic Message Board	11/09/2024 - 11/10/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Stanchion	Estimate 30	30.00 EA	5.00 EA	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	**3,025.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	33.00 HR	264.00
Grounds Attendant	Estimate 14 Hours	14.00 HR	28.00 HR	392.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Electrician	TBD	TBD HR	70.00 HR	TBD
Event Day				
Grounds Attendant Lead	11/09/2024 10:00AM - 09:00PM	1.00 EA	33.00 HR	363.00
Grounds Attendant	11/09/2024 10:00AM - 09:00PM	1.00 EA	28.00 HR	308.00
Janitorial Attendant	11/09/2024 10:00AM - 09:00PM	4.00 EA	28.00 HR	1,232.00
Electrician	TBD	TBD EA	70.00 HR	TBD

EXHIBIT A

Event Information

Grounds Attendant Lead	11/10/2024 10:00AM - 04:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	11/10/2024 10:00AM - 04:00PM	1.00	EA	28.00	HR	168.00
Janitorial Attendant	11/10/2024 10:00AM - 04:00PM	4.00	EA	28.00	HR	672.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	49.50	HR*	396.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	42.00	HR*	504.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	42.00	HR*	504.00
Electrician	TBD	TBD	EA	105.00	HR*	TBD
Event Sales & Services						
Event Coordinator	11/09/2024 10:00AM - 09:00PM	1.00	EA	54.50	HR	599.50
Event Coordinator	11/10/2024 10:00AM - 04:00PM	1.00	EA	54.50	HR	327.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	11/09/2024 10:00AM - 08:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	11/09/2024 10:00AM - 08:30PM	6.00	EA	28.00	HR	1,764.00
Security Attendant Lead	11/10/2024 10:00AM - 03:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	11/10/2024 10:00AM - 03:30PM	6.00	EA	28.00	HR	924.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/09/2024 10:30AM - 08:30PM	2.00	EA	33.00	HR	660.00
Emergency Medical Services	11/10/2024 10:30AM - 03:30PM	2.00	EA	33.00	HR	330.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
***State Holiday Rates**					**Total:**	**11,464.00**

Summary

Facility Rental Total	$9,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	$14,489.00
Refundable Deposit	$2,000.00
Grand Total:	**$26,364.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$13,182.00
Second Payment	10/08/2024	$13,182.00
	Total:	**$26,364.00**

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

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CANNABIS EVENTS

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CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Silver Ince Productions must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Silver Ince Productions must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Silver Ince Productions must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-041-24**
DATE **July 25, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Vivid Special Events, LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

November 8 - 11, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Repticon

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$24,002.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Vivid Special Events, LLC
141 East Central Avenue, Ste 430
Winter Haven, FL 33880

By:_____Date:_____
Title: Shirley Healy, Chief Financial Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Repticon	**Contract No:**	R-041-24
Contact Person:	Lisa Parker	**Phone:**	(863) 268-4273 x201
Event Date:	11/09/2024 - 11/10/2024	**Hours:**	Saturday: 9:00 AM - 5:00 PM
			Saturday Auction: 4:30 PM - 6:30 PM
			Sunday: 10:00 AM - 4:00 PM
Admission Price:	2 Day: $15.00 1 Day: $12.00 Children 4 & Under: Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Huntington Beach Building (#12)	11/08/2024 09:30 AM - 08:00 PM	Move In	1,875.00
Saturday			
Huntington Beach Building (#12)	11/09/2024 09:00 AM - 05:00 PM	Event	3,750.00
Sunday			
Huntington Beach Building (#12)	11/10/2024 10:00 AM - 04:00 PM	Event	3,750.00
Monday			
Huntington Beach Building (#12)	11/11/2024 06:00 AM - 11:59 AM	Move Out	No Charge
		Total:	**9,375.00**

Hosting of this event in the above specified space, Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - November 11, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 25	25.00 EA	20.00 EA	500.00
Electrical Splitter Box	Estimate 18	18.00 EA	55.00 EA	990.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,100.00 EVT	1,100.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 2 Day	TBD	TBD EA	12.00 EA	TBD
Marquee Board	11/04/2024 - 11/10/2024	1.00 WK	Included	Included
Portable Electronic Message Board	11/09/2024 - 11/10/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	11/09/2024 - 11/10/2024	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	**4,165.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	33.00 HR	264.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	28.00 HR	336.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Electrician	Estimate 7 Hours	7.00 HR	70.00 HR	490.00
Event Day				
Grounds Attendant Lead	11/09/2024 08:00AM - 05:00PM	1.00 EA	33.00 HR	297.00
Grounds Attendant	11/09/2024 08:00AM - 05:00PM	1.00 EA	28.00 HR	252.00
Janitorial Attendant	11/09/2024 08:00AM - 05:00PM	2.00 EA	28.00 HR	504.00

EXHIBIT A

Event Information

Grounds Attendant Lead	11/10/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/10/2024 09:00AM - 05:00PM	1.00	EA	28.00	HR	224.00
Janitorial Attendant	11/10/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 4 Hours	4.00	HR	70.00	HR	280.00
Event Sales & Services						
Event Coordinator	11/09/2024 08:00AM - 05:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	11/10/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant - Overnight	11/08/2024 09:00PM - 07:00AM	1.00	EA	28.00	HR	280.00
Security Attendant	11/09/2024 08:00AM - 04:30PM	2.00	EA	28.00	HR	476.00
Security Attendant	11/09/2024 08:00AM - 06:30PM	1.00	EA	28.00	HR	294.00
Security Attendant - Overnight	11/09/2024 07:00PM - 08:00AM	1.00	EA	28.00	HR	364.00
Security Attendant	11/10/2024 09:00AM - 04:30PM	3.00	EA	28.00	HR	630.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/09/2024 08:30AM - 04:30PM	2.00	EA	33.00	HR	528.00
Emergency Medical Services	11/10/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**9,462.00**

Summary

Facility Rental Total	$9,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	$13,627.00
Refundable Deposit	$1,000.00
Grand Total:	**$24,002.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$8,001.00
Second Payment	09/09/2024	$8,000.50
Third Payment	10/08/2024	$8,000.50
	Total:	**$24,002.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

EXHIBIT A

Event Information

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Vivid Special Events, LLC must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Vivid Special Events, LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Vivid Special Events, LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-047-24**
DATE **July 9, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **NAIOP SoCal** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 9 - 11, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Night at the Fights

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$36,018.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

NAIOP SoCal
918 East Santa Ana Boulevard
Santa Ana, CA 92701

By_____Date: _____
Title: Timothy Jemal, CEO

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Night at the Fights	**Contract No:**	R-047-24
Contact Person:	Ryan Zynger	**Phone:**	(310) 880-8386
Event Date:	10/10/2024	**Hours:**	Cocktail Hour: 5:00 PM - 7:00 PM
			Dinner & Fights: 7:00 PM - 9:00 PM
Admission Price:	Private Event		Casino & Cigar Lounge: 9:00 PM - 12:00 AM
Vehicle Parking Fee:	Parking Buyout (See Summary)	**Projected Attendance:**	900

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
OC Promenade (Span)	10/09/2024 08:00 AM - 05:00 PM	Move In	1,325.00
The Hangar	10/09/2024 08:00 AM - 05:00 PM	Move In	1,975.00
Thursday			
OC Promenade (Span)	10/10/2024 05:00 PM - 07:00 PM	Event	2,650.00
¼ Main Mall	10/10/2024 09:00 PM - 12:00 AM	Event	475.00
The Hangar	10/10/2024 07:00 PM - 12:00 AM	Event	3,950.00
Friday			
OC Promenade (Span)	10/11/2024 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	10/11/2024 07:00 AM - 11:59 AM	Move Out	No Charge
		Total:	**10,375.00**

Hosting of this event in the above specified spaces, OC Promenade, The Hangar and Main Mall, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Friday - October 11, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Metal)	Estimate 15	15.00	EA	15.00	EA	225.00
Cable Ramp	Estimate 24	24.00	EA	15.00	EA	360.00
Chair (Individual)	Estimate 55	55.00	EA	2.50	EA	137.50
Dumpster	Estimate 22	22.00	EA	20.00	EA	440.00
Electrical Splitter Box	Estimate 7	7.00	EA	55.00	EA	385.00
Electrical Usage Rate	Estimate Only	1.00	EA	750.00	EVT	750.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Portable Electronic Message Board	10/10/2024	3.00	EA	75.00	EA/DAY	225.00
Projector (12,000 Lumens)	10/10/2024	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	10/10/2024	1.00	EA	300.00	EA/DAY	300.00
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
					Total:	**7,232.50**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant Lead	10/10/2024 04:00PM - 01:00AM	1.00	EA	33.00	HR	297.00
Grounds Attendant	10/10/2024 04:00PM - 01:00AM	2.00	EA	28.00	HR	504.00
Janitorial Attendant	10/10/2024 04:00PM - 01:00AM	3.00	EA	28.00	HR	756.00
Electrician	10/10/2024 04:00PM - 01:00AM	1.00	EA	70.00	HR	630.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Sales & Services						
Event Coordinator	10/10/2024 04:00PM - 01:00AM	1.00	EA	54.50	HR	490.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 36 Hours	36.00	HR	28.00	HR	1,008.00
Safety & Security						
Security Attendant - Overnight	10/09/2024 06:00PM - 09:00AM	1.00	EA	28.00	HR	420.00
Security Attendant Lead	10/10/2024 04:00PM - 12:30AM	1.00	EA	33.00	HR	280.50
Security Attendant	10/10/2024 04:00PM - 12:30AM	6.00	EA	28.00	HR	1,428.00
Technology						
Technology Attendant	10/10/2024 04:00PM - 01:00AM	1.00	EA	54.50	HR	490.50
Outside Services						
Emergency Medical Services	10/10/2024 04:30PM - 12:30AM	2.00	EA	33.00	HR	528.00
Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	250.00	EVT	250.00
					Total:	**10,911.00**

Summary

Facility Rental Total	$10,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	$18,143.50
Parking Buyout (Based upon 500 vehicles at $12.00 each)	$6,000.00
Refundable Deposit	$1,500.00
Grand Total:	**$36,018.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$12,006.50
Second Payment	08/09/2024	$12,006.00
Third Payment	09/09/2024	$12,006.00
	Total:	**$36,018.50**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

EXHIBIT A

Event Information

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

GLASS

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coodinator for details.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products.

EXHIBIT A

Event Information

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, NAIOP SoCal must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. NAIOP SoCal must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, NAIOP SoCal must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-049-24**
DATE **June 26, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **James R. Glidewell Dental Ceramics, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

December 10 - 14, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property caused by Renter, its invitees, or contractors, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Glidewell Holiday Party

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$88,470.75

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises, provided that any amount paid by Renter to the Association pursuant to this Agreement is refunded to Renter.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

James R. Glidewell Dental Ceramics, Inc.
4141 MacArthur Boulevard
Newport Beach, CA 92660

By:_____Date:_____
Title: Glenn Sasaki, Chief Financial Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Glidewell Holiday Party	**Contract No:**	R-049-24
Contact Person:	Joelle Fegan	**Phone:**	(831) 214-2499
Event Date:	12/13/2024	**Hours:**	5:00 PM - 10:30 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	**Projected Attendance:**	4,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday			
Costa Mesa Building (#10)	12/10/2024 08:00 AM - 11:59 PM	Move In	2,375.00
Huntington Beach Building (#12)	12/10/2024 08:00 AM - 11:59 PM	Move In	1,875.00
Wednesday			
Costa Mesa Building (#10)	12/11/2024 08:00 AM - 11:59 PM	Move In	2,375.00
Huntington Beach Building (#12)	12/11/2024 08:00 AM - 11:59 PM	Move In	1,875.00
Thursday			
Costa Mesa Building (#10)	12/12/2024 08:00 AM - 11:59 PM	Move In	2,375.00
Huntington Beach Building (#12)	12/12/2024 08:00 AM - 11:00 PM	Move In	1,875.00
Friday			
Costa Mesa Building (#10)	12/13/2024 05:00 PM - 10:30 PM	Event	4,750.00
Courtyard	12/13/2024 05:00 PM - 10:30 PM	Event	1,000.00
Huntington Beach Building (#12)	12/13/2024 05:00 PM - 10:30 PM	Event	3,750.00
Santa Ana Pavilion (Parade of Products)	12/13/2024 05:00 PM - 10:30 PM	Event	2,350.00
Saturday			
Costa Mesa Building (#10)	12/14/2024 08:00 AM - 11:59 PM	Move Out	2,375.00
Courtyard	12/14/2024 08:00 AM - 11:59 PM	Move Out	500.00
Huntington Beach Building (#12)	12/14/2024 08:00 AM - 11:59 PM	Move Out	1,875.00
Santa Ana Pavilion (Parade of Products)	12/14/2024 08:00 AM - 11:59 PM	Move Out	1,175.00
		Total:	**30,525.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, Courtyard, Huntington Beach Building, and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - December 14, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
25 MB Internet - Hard Line	12/13/2024	1.00	EA	250.00	EA/DAY	250.00
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
400 Amp Drop	Estimate 1	1.00	EA	720.00	EA	720.00
40 Yard Dumpster	Estimate 2	2.00	EA	234.00	EA	468.00
Coroplast Sheets	Estimate 60	60.00	EA	5.00	EA	300.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 11	11.00	EA	55.00	EA	605.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,850.00	EVT	1,850.00
Forklift	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Forklift (40 Yard Dumpster)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Gaffers Tape	Estimate 15	15.00	EA	35.00	EA	525.00
Portable Electronic Message Board	12/13/2024	2.00	EA	75.00	EA/DAY	150.00

EXHIBIT A

Event Information

Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00	TON	90.00	TON	540.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
					Total:	**9,138.00**

Reimbursable Personnel and Services Fees

Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Day						
Grounds Attendant Lead	12/15/2024 04:00PM - 11:30PM	1.00	EA	33.00	HR	247.50
Grounds Attendant	12/15/2024 04:00PM - 11:30PM	5.00	EA	28.00	HR	1,050.00
Janitorial Attendant	12/15/2024 04:00PM - 11:30PM	12.00	EA	28.00	HR	2,520.00
Electrician	12/15/2024 04:00PM - 11:30PM	1.00	EA	70.00	HR	525.00
Clean Up						
Grounds Attendant Lead	Estimate 9 Hours	9.00	HR	33.00	HR	297.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	28.00	HR	1,120.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Sales & Services						
Event Coordinator	12/15/2024 04:00PM - 11:30PM	1.00	EA	54.50	HR	408.75
Parking						
Parking Attendant Lead	Estimate 7 Hours	7.00	HR	33.00	HR	231.00
Parking Attendant	Estimate 25 Hours	25.00	HR	28.00	HR	700.00
Safety & Security						
Security Attendant Lead	12/15/2024 04:00PM - 11:00PM	1.00	EA	33.00	HR	231.00
Technology						
Technology Attendant (Sound Monitor)	TBD	TBD	EA	54.50	HR	TBD
Outside Services						
Emergency Medical Services	12/15/2024 04:30PM - 11:00PM	2.00	EA	33.00	HR	429.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**11,507.75**

Summary

Facility Rental Total	$30,525.00
Estimated Equipment, Reimbursable Personnel and Services Total	$20,645.75
Parking Buyout *(Based upon 2,900 vehicles at $12.00 each; 2023 Actual = 2,946 Vehicles)*	$34,800.00
Refundable Deposit	$2,500.00
Grand Total:	**$88,470.75**

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	08/09/2024	$22,117.75
Second Payment	09/10/2024	$22,117.75
Third Payment	10/10/2024	$22,117.75
Fourth Payment	11/12/2024	$22,117.50
	Total:	**$88,470.75**

Please Remit Payment in *Check Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

FUTURE PARKING BUYOUT TERMS

A physical count of attendee vehicles parked in OCFEC parking lots will be conducted during the 2024 Glidewell Holiday Party, and the same number will accordingly become the basis for parking buyout terms in the 2025 Glidewell Holiday Party rental agreement.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

EXHIBIT A

Event Information

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, James R. Glidewell Dental Ceramics, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. James R. Glidewell Dental Ceramics, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, James R. Glidewell Dental Ceramics, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-074-24**
DATE **July 15, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Adentope, Inc. dba Japan Product Promotion** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 17 - 21, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Japan Fair

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$126,394.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Adentope, Inc. dba Japan Product Promotion
1405 Marceline Avenue, #104
Torrance, CA 90501

By_____Date: _____
Title: Masataka Taguchi, Producer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Japan Fair	**Contract No:**	R-074-24
Contact Person:	Masataka Taguchi	**Phone:**	(310) 782-8279
Event Date:	10/18/2024 - 10/20/2024	**Hours:**	Friday: 5:00 PM - 11:00 PM
			Saturday: 12:00 PM - 10:00 PM
			Sunday: 11:00 AM - 7:00 PM
Admission Price:	$10.00 General Admission		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	30,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Los Alamitos Building (#14)	10/17/2024 07:00 AM - 05:00 PM	Move In	1,675.00
OC Promenade (Span)	10/17/2024 07:00 AM - 05:00 PM	Move In	1,325.00
Parking Lot I	10/17/2024 07:00 AM - 05:00 PM	Move In	1,100.00
Friday			
Los Alamitos Building (#14)	10/18/2024 05:00 PM - 11:00 PM	Event	3,350.00
OC Promenade (Span)	10/18/2024 05:00 PM - 11:00 PM	Event	2,650.00
Parking Lot I	10/18/2024 05:00 PM - 11:00 PM	Event	2,200.00
Saturday			
Los Alamitos Building (#14)	10/19/2024 12:00 PM - 10:00 PM	Event	3,350.00
OC Promenade (Span)	10/19/2024 12:00 PM - 10:00 PM	Event	2,650.00
Parking Lot I	10/19/2024 12:00 PM - 10:00 PM	Event	2,200.00
Sunday			
Los Alamitos Building (#14)	10/20/2024 11:00 AM - 07:00 PM	Event	3,350.00
OC Promenade (Span)	10/20/2024 11:00 AM - 07:00 PM	Event	2,650.00
Parking Lot I	10/20/2024 11:00 AM - 07:00 PM	Event	2,200.00
Monday			
Los Alamitos Building (#14)	10/21/2024 07:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	10/21/2024 07:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	10/21/2024 07:00 AM - 11:59 AM	Move Out	No Charge
		Total:	**28,700.00**

Hosting of this event in the above specified spaces, Los Alamitos Building, OC Promenade and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - October 21, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
20 Amp Drop	Estimate 6	6.00	EA	25.00	EA	150.00
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	Estimate 2	2.00	EA	360.00	EA	720.00
4-Channel Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
40 Yard Dumpster	Estimate 8	8.00	EA	234.00	EA	1,872.00
A-Frame	Estimate 18	18.00	EA	15.00	EA	270.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 102	102.00	EA	15.00	EA	1,530.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 77	77.00	EA	55.00	EA	4,235.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,700.00	EVT	2,700.00

EXHIBIT A

Event Information

Forklift	Estimate 70 Hours	70.00	HR	75.00	HR	5,250.00
Forklift (40 Yard Dumpsters)	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Hang Tag - 3 Day	Estimate 390	390.00	EA	18.00	EA	7,020.00
Man Lift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Marquee Board	09/23/2025 - 10/20/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 150	150.00	EA	15.00	EA	2,250.00
Portable Electronic Message Board	10/18/2025 - 10/20/2025	2.00	EA	75.00	EA/DAY	450.00
Portable Light Pole	Estimate 4	4.00	EA	75.00	EA	300.00
Pressure Washer	TBD	TBD	HR	75.00	HR	TBD
Public Address System (Per Building)	10/18/2025 - 10/20/2025	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 13 Hours	13.00	HR	75.00	HR	975.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20 Tons	20.00	TON	90.00	TON	1,800.00
Umbrella w/Stand	Estimate 140	140.00	EA	15.00	EA	2,100.00
					Total:	**36,532.00**

Reimbursable Personnel and Services Fees

Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant	Estimate 40 Hours	40.00	HR	28.00	HR	1,120.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Electrician	Estimate 38 Hours	38.00	HR	70.00	HR	2,660.00
Plumber	Estimate 7 Hours	7.00	HR	70.00	HR	490.00
Event Day						
Grounds Attendant Lead	10/18/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Grounds Attendant	10/18/2024 03:00PM - 12:00AM	6.00	EA	28.00	HR	1,512.00
Janitorial Attendant Lead	10/18/2024 03:00PM - 12:00AM	1.00	EA	33.00	HR	297.00
Janitorial Attendant	10/18/2024 03:00PM - 12:00AM	17.00	EA	28.00	HR	4,284.00
Electrician	10/18/2024 03:00PM - 12:00AM	1.00	EA	70.00	HR	630.00
Grounds Attendant Lead	10/19/2024 11:00AM - 11:00PM	1.00	EA	33.00	HR	396.00
Grounds Attendant	10/19/2024 11:00AM - 11:00PM	6.00	EA	28.00	HR	2,016.00
Janitorial Attendant Lead	10/19/2024 11:00AM - 11:00PM	1.00	EA	33.00	HR	396.00
Janitorial Attendant	10/19/2024 11:00AM - 11:00PM	17.00	EA	28.00	HR	5,712.00
Electrician	10/19/2024 11:00AM - 11:00PM	1.00	EA	70.00	HR	840.00
Grounds Attendant Lead	10/20/2024 10:00AM - 08:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	10/20/2024 10:00AM - 08:00PM	6.00	EA	28.00	HR	1,680.00
Janitorial Attendant Lead	10/20/2024 10:00AM - 08:00PM	1.00	EA	33.00	HR	330.00
Janitorial Attendant	10/20/2024 10:00AM - 08:00PM	17.00	EA	28.00	HR	4,760.00
Electrician	10/20/2024 10:00AM - 07:00PM	1.00	EA	70.00	HR	630.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 35 Hours	35.00	HR	28.00	HR	980.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 34 Hours	34.00	HR	70.00	HR	2,380.00
Plumber	Estimate 7 Hours	7.00	HR	70.00	HR	490.00

EXHIBIT A

Event Information

Event Sales & Services						
Event Coordinator	10/18/2024 04:00PM - 12:00AM	1.00	EA	54.50	HR	436.00
Event Coordinator	10/19/2024 11:00AM - 11:00PM	1.00	EA	54.50	HR	654.00
Event Coordinator	10/20/2024 10:00AM - 08:00PM	1.00	EA	54.50	HR	545.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	33.00	HR	297.00
Parking Attendant	Estimate 27 Hours	27.00	HR	28.00	HR	756.00
Safety & Security						
Security Attendant Lead	10/18/2024 04:00PM - 11:30PM	1.00	EA	33.00	HR	247.50
Security Attendant	10/18/2024 04:00PM - 11:30PM	14.00	EA	28.00	HR	2,940.00
Security Attendant - Overnight	10/18/2024 11:00PM - 08:00AM	1.00	EA	28.00	HR	252.00
Security Attendant Lead	10/19/2024 11:00AM - 10:30PM	1.00	EA	33.00	HR	379.50
Security Attendant	10/19/2024 11:00AM - 10:30PM	14.00	EA	28.00	HR	4,508.00
Security Attendant - Overnight	10/19/2024 10:00PM - 08:00AM	1.00	EA	28.00	HR	280.00
Security Attendant Lead	10/20/2024 10:00AM - 07:30PM	1.00	EA	33.00	HR	313.50
Security Attendant	10/20/2024 10:00AM - 07:30PM	14.00	EA	28.00	HR	3,724.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	10/18/2024 04:30PM - 11:30PM	3.00	EA	33.00	HR	693.00
Emergency Medical Services	10/19/2024 11:30AM - 10:30PM	4.00	EA	33.00	HR	1,452.00
Emergency Medical Services	10/20/2024 10:30AM - 07:30PM	4.00	EA	33.00	HR	1,188.00
Sound Engineer	10/18/2024 - 10/20/2024	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,100.00	EVT	4,100.00
					Total:	**59,162.00**

Summary

Facility Rental Total	$28,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	$95,694.00
Refundable Deposit	$2,000.00
Grand Total:	**$126,394.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$42,131.33
Second Payment	08/16/2024	$42,131.33
Third Payment	09/17/2024	$42,131.33
	Total:	**$126,394.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

EXHIBIT A

Event Information

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

3-COMPARTMENT SINKS

All 3-compartment sinks must be on-site for installation by no later than **8:00 AM on Friday - October 18, 2024**. Late arrivals may result in an increase above the number of Plumber setup hours listed on Exhibit A. Additional Plumber labor is $70.00 per

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. *See OCFEC Signage Guide.*

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

GLASS

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coodinator for details.

EXHIBIT A

Event Information

HEALTH DEPARTMENT

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2024 OC Japan Fair.

OUTSIDE FOOD VENDORS

OVG Hospitality, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at $175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged $150.00 per space. OVG Hospitality will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday - October 17, 2024.**

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PARKING LOT I

All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Adentope, Inc. dba Japan Product Promotion must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Adentope, Inc. dba Japan Product Promotion must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Adentope, Inc. dba Japan Product Promotion must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-083-24**
DATE **June 26, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Orange County LGBT Pride dba OC Pride** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 4 - 6, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Pride Festival 2024

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$111,371.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “I” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Orange County LGBT Pride dba OC Pride
2321 E 4th Street C619
Santa Ana, CA 92705

By:_____Date:_____
Title: Kimberly Sauvageau, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Pride Festival 2024	**Contract No:**	R-083-24
Contact Person:	Kim Sauvageau	**Phone:**	(714) 791-8260
Event Date:	10/05/2024	**Hours:**	12:00 PM - 10:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	30,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Anaheim Building (#16)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,325.00
Costa Mesa Building (#10)	10/04/2024 07:00 AM - 05:00 PM	Move In	2,375.00
Huntington Beach Building (#12)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,875.00
Los Alamitos Building (#14)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,675.00
Main Mall	10/04/2024 07:00 AM - 05:00 PM	Move In	950.00
OC Promenade (Span)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,325.00
Santa Ana Pavilion (Parade of Products)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,175.00
The Hangar	10/04/2024 07:00 AM - 05:00 PM	Move In	1,975.00
Saturday			
Anaheim Building (#16)	10/05/2024 12:00 PM - 10:00 PM	Event	2,650.00
Costa Mesa Building (#10)	10/05/2024 12:00 PM - 10:00 PM	Event	4,750.00
Huntington Beach Building (#12)	10/05/2024 12:00 PM - 10:00 PM	Event	3,750.00
Los Alamitos Building (#14)	10/05/2024 12:00 PM - 10:00 PM	Event	3,350.00
Main Mall	10/05/2024 12:00 PM - 10:00 PM	Event	1,900.00
OC Promenade (Span)	10/05/2024 12:00 PM - 10:00 PM	Event	2,650.00
Santa Ana Pavilion (Parade of Products)	10/05/2024 12:00 PM - 10:00 PM	Event	2,350.00
The Hangar	10/05/2024 12:00 PM - 10:00 PM	Event	3,950.00
Sunday			
Anaheim Building (#16)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
		Total:	**38,025.00**

Hosting of this event in the above specified spaces, Anaheim Building, Costa Mesa Building, Huntington Beach Building, Los Alamitos Building, Main Mall, OC Promenade, Santa Ana Pavilion and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Sunday - October 6, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
200 Amp Drop	Estimate 4	4.00 EA	360.00 EA	1,440.00
Barricade (Metal)	Estimate 40	40.00 EA	15.00 EA	600.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD

EXHIBIT A

Event Information

Dumpster	Estimate 80	80.00	EA	20.00	EA	1,600.00
Electrical Splitter Box	Estimate 25	25.00	EA	55.00	EA	1,375.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
EVOLV - Weapon Detection System	10/05/2024	1.00	EA	800.00	EA/DAY	800.00
Forklift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Man Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Marquee Board	09/08/2024 - 10/05/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Portable Electronic Message Board	10/05/2024	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	10/05/2024	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	10/05/2024	1.00	EA	300.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Stanchion	Estimate 40	40.00	EA	5.00	EA	200.00
Sweeper (In-House)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
				Total:		**18,325.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	33.00	HR	495.00
Grounds Attendant	Estimate 55 Hours	55.00	HR	28.00	HR	1,540.00
Janitorial Attendant	Estimate 35 Hours	35.00	HR	28.00	HR	980.00
Electrician	Estimate 35 Hours	35.00	HR	70.00	HR	2,450.00
Event Day						
Grounds Attendant Lead	10/05/2024 11:00AM - 11:00PM	1.00	EA	33.00	HR	396.00
Grounds Attendant	10/05/2024 11:00AM - 11:00PM	7.00	EA	28.00	HR	2,352.00
Janitorial Attendant Lead	10/05/2024 11:00AM - 11:00PM	1.00	EA	33.00	HR	396.00
Janitorial Attendant	10/05/2024 11:00AM - 11:00PM	21.00	EA	28.00	HR	7,056.00
Electrician	10/05/2024 11:00AM - 11:00PM	1.00	EA	70.00	HR	840.00
Plumber	10/05/2024 11:00AM - 11:00PM	1.00	EA	70.00	HR	840.00
Clean Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	33.00	HR	495.00
Grounds Attendant	Estimate 55 Hours	55.00	HR	28.00	HR	1,540.00
Janitorial Attendant	Estimate 35 Hours	35.00	HR	28.00	HR	980.00
Electrician	Estimate 35 Hours	35.00	HR	70.00	HR	2,450.00
Event Sales & Services						
Event Coordinator	10/05/2024 11:00AM - 11:00PM	1.00	EA	54.50	HR	654.00
Parking						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Parking Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Safety & Security						
Security Attendant - Overnight	10/04/2024 05:00PM - 10:00AM	2.00	EA	28.00	HR	952.00
Security Attendant Lead*	10/05/2024 11:00AM - 10:30PM	2.00	EA	33.00	HR	759.00
Security Attendant*	10/05/2024 11:00AM - 10:30PM	19.00	EA	28.00	HR	6,118.00

EXHIBIT A

Event Information

Security Attendant - EVOLV*	10/05/2024 11:00AM - 10:30PM	5.00	EA	28.00	HR	1,610.00

**Security staffing is tentative and subject to change based upon discussions between OCFEC and public agencies.*

Technology

Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Technology Attendant	TBD	TBD	EA	54.50	HR	TBD

Outside Services

Emergency Medical Services	10/05/2024 11:30AM - 10:00PM	6.00	EA	33.00	HR	2,079.00
Orange County Sheriff Services	10/05/2024 Estimate Only	1.00	EA	10,000.00	EVT	10,000.00
Sound Engineer	10/05/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00

Total: 50,021.00

Summary

Facility Rental Total	$38,025.00
Estimated Equipment, Reimbursable Personnel and Services Total	$68,346.00
Refundable Deposit	$5,000.00

Grand Total: $111,371.00

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment (25% Facility Fee)	*Upon Signing*	$9,506.25
Second Payment	08/05/2024	$50,932.75
Third Payment	09/04/2024	$50,932.00

Total: $111,371.00

Please Remit Payment in *Check or Credit Card Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT A

Event Information

BANNERS

All banner sizes and locations must be approved by OCFEC. See OCFEC Signage Guide.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

GLASS

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coodinator for details.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Orange County LGBT Pride dba OC Pride must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County LGBT Pride dba OC Pride must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Orange County LGBT Pride dba OC Pride must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-094-24**
DATE **August 14, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **California Online Public Schools** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 2, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

California Connections Academy Fall Festival

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$18,675.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “I” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675

By:_____Date:_____
Title: Richard Savage, Executive Director

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	California Connections Academy Fall Festival	**Contract No:**	R-094-24
Contact Person:	Kimberley Benumof	**Phone:**	(949) 328-6460
Event Date:	10/02/2024	**Hours:**	10:00 AM - 2:00 PM
Admission Price:	No Charge (Private Event)		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	1,200

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Country Meadows	10/02/2024 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	10/02/2024 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	10/02/2024 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	10/02/2024 10:00 AM - 02:00 PM	Event	2,100.00
Huntington Beach Building (#12)	10/02/2024 10:00 AM - 02:00 PM	Event	3,750.00
Santa Ana Pavilion (Parade of Products)	10/02/2024 10:00 AM - 02:00 PM	Event	2,350.00
		Total:	**8,200.00**

Hosting of this event in the above specified spaces, Country Meadows, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Wednesday - October 2, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
10 MB Internet - Hard Line	10/02/2024	2.00	EA	150.00	EA/DAY	300.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 172	172.00	EA	2.50	EA	430.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	375.00	EVT	375.00
Forklift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Hang Tag - 1 Day	Estimate 190	190.00	EA	6.00	EA	1,140.00
Picnic Table (Rectangular & Round)	Estimate 48	48.00	EA	15.00	EA	720.00
Portable Electronic Message Board	10/02/2024	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
					Total:	**4,640.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Day						
Grounds Attendant Lead	10/02/2024 09:00AM - 03:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	10/02/2024 09:00AM - 03:00PM	1.00	EA	28.00	HR	168.00
Janitorial Attendant	10/02/2024 09:00AM - 03:00PM	4.00	EA	28.00	HR	672.00

EXHIBIT A

Event Information

Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
Event Sales & Services						
Event Coordinator	10/02/2024 09:00AM - 03:00PM	1.00	EA	54.50	HR	327.00
Parking						
Parking Attendant	Estimate 5 Hours	5.00	HR	28.00	HR	140.00
Safety & Security						
Security Attendant Lead	10/02/2024 09:00AM - 02:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	10/02/2024 09:00AM - 02:30PM	2.00	EA	28.00	HR	308.00
Security Attendant (Bag Check)	10/02/2024 09:00AM - 02:30PM	3.00	EA	28.00	HR	462.00
Outside Services						
Emergency Medical Services	10/02/2024 09:30AM - 02:30PM	2.00	EA	33.00	HR	330.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**4,335.00**

Summary

Facility Rental Total	$8,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	$8,975.00
Refundable Deposit	$1,500.00
Grand Total:	**$18,675.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$9,337.50
Second Payment	09/03/2024	$9,337.50
	Total:	**$18,675.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

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It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only OVG Hospitality, the OCFEC Master Concessionaire shall serve alcoholic beverages on OCFEC property.

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

OUTSIDE FOOD & BEVERAGE

OVG Hospitality agrees to allow California Online Public Schools attendees to bring in outside food and beverage. Glass bottles brought on the grounds by attendees is strictly prohibited. OVG Hospitality will have concessions food and beverage services available for attendees.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products.

EXHIBIT A

Event Information

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, California Online Public Schools must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. California Online Public Schools must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, California Online Public Schools must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-095-24**
DATE **September 19, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **OCreate LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 13 - 15, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Maker Faire Orange County

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$40,370.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

OCreate LLC
1038 E Bastanchury Road #124
Fullerton, CA 92835

By:_____Date:_____
Title: Ethan Coulter, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Maker Faire Orange County	**Contract No:**	R-095-24
Contact Person:	Ethan Coulter	**Phone:**	(505) 504-8770
Event Date:	09/14/2024 - 09/15/2024	**Hours:**	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	2,500

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Costa Mesa Building (#10)	09/13/2024 10:00 AM - 08:00 PM	Move In	2,375.00
Park Plaza	09/13/2024 10:00 AM - 08:00 PM	Move In	850.00
Saturday			
Costa Mesa Building (#10)	09/14/2024 10:00 AM - 05:00 PM	Event	4,750.00
Park Plaza	09/14/2024 10:00 AM - 05:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	09/15/2024 10:00 AM - 04:00 PM	Event	4,750.00
Park Plaza	09/15/2024 10:00 AM - 04:00 PM	Event	1,700.00
		Total:	**16,125.00**

Hosting of this event in the above specified spaces, Costa Mesa Building and Park Plaza, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - September 15, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Bleacher (75 Seat Section)	Estimate 1	1.00 EA	200.00 EA	200.00
Cable Ramp	Estimate 7	7.00 EA	15.00 EA	105.00
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00
Electrical Splitter Box	Estimate 7	7.00 EA	55.00 EA	385.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,550.00 EVT	1,550.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Man Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board	09/09/2024 - 09/15/2024	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 8	8.00 EA	15.00 EA	120.00
Portable Electronic Message Board	09/14/2024 - 09/15/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Umbrella w/Stand	Estimate 8	8.00 EA	15.00 EA	120.00
			Total:	**4,655.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	33.00 HR	264.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	28.00 HR	448.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	28.00 HR	448.00
Electrician	Estimate 6 Hours	6.00 HR	70.00 HR	420.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant Lead	09/14/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	09/14/2024 09:00AM - 06:00PM	3.00	EA	28.00	HR	756.00
Janitorial Attendant	09/14/2024 09:00AM - 06:00PM	5.00	EA	28.00	HR	1,260.00
Electrician	09/14/2024 09:00AM - 06:00PM	1.00	EA	70.00	HR	630.00
Grounds Attendant Lead	09/15/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	09/15/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	09/15/2024 09:00AM - 05:00PM	5.00	EA	28.00	HR	1,120.00
Electrician	09/15/2024 09:00AM - 05:00PM	1.00	EA	70.00	HR	560.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 18 Hours	18.00	HR	28.00	HR	504.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00
Event Sales & Services						
Event Coordinator	09/14/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	09/15/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	09/14/2024 09:00AM - 05:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	09/14/2024 09:00AM - 05:30PM	12.00	EA	28.00	HR	2,856.00
Security Attendant Lead	09/15/2024 09:00AM - 04:30PM	1.00	EA	33.00	HR	247.50
Security Attendant	09/15/2024 09:00AM - 04:30PM	12.00	EA	28.00	HR	2,520.00

**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	09/14/2024 09:30AM - 05:30PM	2.00	EA	33.00	HR	528.00
Emergency Medical Services	09/15/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**17,590.00**

Summary

Facility Rental Total	$16,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	$22,245.00
Refundable Deposit	$2,000.00
Grand Total:	**$40,370.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$20,185.00
Second Payment	08/13/2024	$20,185.00
	Total:	**$40,370.00**

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, OCreate LLC must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. OCreate LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, OCreate LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-104-24**
DATE **August 1, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Micromobility Industries** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

November 12 - 15, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Micromobility America

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$45,364.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Micromobility Industries
1108 Eolus Avenue
Encinitas, CA 92024

By:_____Date:_____
Title: James Gross, CEO

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Micromobility America	**Contract No:**	R-104-24
Contact Person:	James Gross	**Phone:**	(510) 219-7358
Event Date:	11/14/2024 - 11/15/2024	**Hours:**	Thursday: 8:30 AM - 5:00 PM
			Thursday After Party: 5:00 PM - 8:00 PM
			Friday: 8:30 AM - 1:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	1,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday			
Los Alamitos Building (#14)	11/12/2024 06:00 AM - 06:00 PM	Move In	1,675.00
OC Promenade (Span)	11/12/2024 06:00 AM - 06:00 PM	Move In	1,325.00
Wednesday			
Los Alamitos Building (#14)	11/13/2024 06:00 AM - 06:00 PM	Move In	1,675.00
OC Promenade (Span)	11/13/2024 06:00 AM - 06:00 PM	Move In	1,325.00
Parking Lot I	11/13/2024 06:00 AM - 06:00 PM	Move In	1,100.00
Thursday			
Baja Blues Restaurant	11/14/2024 05:00 PM - 08:00 PM	Event	1,100.00
Los Alamitos Building (#14)	11/14/2024 08:30 AM - 05:00 PM	Event	3,350.00
OC Promenade (Span)	11/14/2024 08:30 AM - 05:00 PM	Event	2,650.00
Parking Lot I	11/14/2024 08:30 AM - 05:00 PM	Event	2,200.00
Friday			
Los Alamitos Building (#14)	11/15/2024 08:30 AM - 01:00 PM	Event	3,350.00
OC Promenade (Span)	11/15/2024 08:30 AM - 01:00 PM	Event	2,650.00
Parking Lot I	11/15/2024 08:30 AM - 01:00 PM	Event	2,200.00
		Total:	**24,600.00**

Hosting of this event in the above specified spaces, Baja Blues Restaurant, Los Alamitos Building, OC Promenade and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Friday - November 15, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 2	2.00	EA	360.00	EA	720.00
Barricade (Plastic)	Estimate 15	15.00	EA	15.00	EA	225.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,200.00	EVT	1,200.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/14/2024 - 11/15/2024	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	EA	75.00	EA	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD

EXHIBIT A

Event Information

Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
					Total:	**4,250.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00
Event Day						
Grounds Attendant Lead	11/14/2024 07:30AM - 06:00PM	1.00	EA	33.00	HR	346.50
Grounds Attendant	11/14/2024 07:30AM - 06:00PM	2.00	EA	28.00	HR	588.00
Janitorial Attendant	11/14/2024 07:30AM - 06:00PM	4.00	EA	28.00	HR	1,176.00
Janitorial Attendant (Baja Blues)	11/14/2024 04:00PM - 09:00PM	2.00	EA	28.00	HR	280.00
Electrician	11/14/2024 07:30AM - 06:00PM	1.00	EA	70.00	HR	735.00
Grounds Attendant Lead	11/15/2024 07:30AM - 02:00PM	1.00	EA	33.00	HR	214.50
Grounds Attendant	11/15/2024 07:30AM - 02:00PM	2.00	EA	28.00	HR	364.00
Janitorial Attendant	11/15/2024 07:30AM - 02:00PM	4.00	EA	28.00	HR	728.00
Electrician	11/15/2024 07:30AM - 02:00PM	1.00	EA	70.00	HR	455.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00
Event Sales & Services						
Event Coordinator	11/14/2024 07:30AM - 06:00PM	1.00	EA	54.50	HR	572.25
Event Coordinator	11/15/2024 07:30AM - 02:00PM	1.00	EA	54.50	HR	354.25
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant - Overnight	11/13/2024 06:00PM - 06:00AM	1.00	EA	28.00	HR	336.00
Security Attendant Lead	11/14/2024 07:30AM - 05:30PM	1.00	EA	33.00	HR	330.00
Security Attendant	11/14/2024 07:30AM - 05:30PM	5.00	EA	28.00	HR	1,400.00
Security Attendant (Baja Blues)	11/14/2024 04:30PM - 08:30PM	1.00	EA	28.00	HR	112.00
Security Attendant - Overnight	11/14/2024 05:00PM - 07:00AM	1.00	EA	28.00	HR	392.00
Security Attendant Lead	11/15/2024 07:30AM - 01:30PM	1.00	EA	33.00	HR	198.00
Security Attendant	11/15/2024 07:30AM - 01:30PM	5.00	EA	28.00	HR	840.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	11/14/2024 08:00AM - 05:30PM	2.00	EA	33.00	HR	627.00
Emergency Medical Services	11/15/2024 08:00AM - 01:30PM	2.00	EA	33.00	HR	363.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**15,014.00**

Summary

Facility Rental Total	$24,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	$19,264.00
Refundable Deposit	$1,500.00
Grand Total:	**$45,364.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$6,150.00
Second Payment	09/12/2024	$19,607.00
Third Payment	10/11/2024	$19,607.00
	Total:	**$45,364.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

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CANNABIS EVENTS

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Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EXHIBIT A

Event Information

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Micromobility Industries must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Micromobility Industries must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Micromobility Industries must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-105-24**
DATE **June 14, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **The OC Marathon** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 11, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair Fun Run

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

See Facility Rental Fee

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

The OC Marathon
3100 Airway Avenue
Costa Mesa, CA 92626

By:_____Date:_____
Title: Gary Kutscher, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	OC Fair Fun Run	**Contract No:**	R-105-24
Contact Person:	Gary Kutscher	**Phone:**	(714) 330-8048
Event Date:	08/11/2024	**Hours:**	Bib Pickup: 6:00 AM - 7:40 AM Race Hours: 8:00 AM - 9:30 AM
		Projected Attendance:	2,500 - 3,000

Vehicle Parking Fee: It has been mutually agreed that there will be free parking for OC Fair Fun Run Attendees, Volunteers and Staff on the morning of the event until daily OC Fair parking sales commence.

Admissions: Fun Run participants will not be allowed to remain inside the OC Fair after conclusion of the race.

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Sunday			
OC Fair Fun Run Route	08/11/2024 05:00 AM - 11:00 AM	Event	***See Facility Rental Fee**
		Total:	***See Facility Rental Fee**

***Facility Rental Fee:**
It has been mutually agreed that the 32nd District Agricultural Association (OCFEC) will receive fifty percent (50%) of any net revenue (registration fees minus expenses) from The OC Marathon. The OC Marathon will provide OCFEC with any and all registration reports whether from Active.com or any other source. Registration reports will serve as OCFEC documentation necessary to reconcile fifty percent (50%) of any net revenue. These reports are due to OCFEC by no later than **Friday, August 30, 2024.**

- **Event Details:**
  - The OC Marathon and OCFEC will co-produce and market the OC Fair Fun Run.
  - Event name and OC Fair Fun Run logo is the exclusive property of OCFEC.
  - Estimated attendance is 2,500 - 3,000 participants.
  - The OC Marathon and OCFEC will split net proceeds derived from the event.
  - Soft costs such as salaried staff time will not be charged against the event by either The OC Marathon or OCFEC.

- **OC Fair & Event Center Agrees to:**
  - Provide access to the facility on event day from 5:00 AM to 11:00 AM.
  - Incorporate four (4) "Detours of Fun" into the race route including a photo opportunity on the Pacific Amphitheatre stage.
  - Work with OCFEC's carnival contractor to provide prizes for game participants.
  - Provide free parking to attendees, volunteers and staff of The OC Marathon on morning of the event until daily OC Fair parking sales commence. No fees shall be charged for vehicles remaining in parking lot after OC Fair opens.

- **The OC Marathon agrees to:**
  - Abide by all applicable rules and regulations in the 2024 Commercial Space and Concessions Program Handbook (posted on ocfair.com)
  - Provide OCFEC with a signed original Certificate of Insurance that conforms to insurance requirements outlined in Exhibit B of this rental agreement.
  - Use the same race route as used in 2023. Any changes to the route must receive OCFEC approval prior to date of the race.
  - Provide a photographer for the "Detour of Fun" photo opportunity on the Pacific Amphitheatre stage.
  - Work with OCFEC's Creative Services, Marketing and Communications Departments to develop a marketing and communications plan. All marketing materials, collateral, web content and publication placement must be reviewed and approved by OCFEC prior to release.
  - Submit a financial report representing actual revenues and expenses to OCFEC by no later than **Friday, August 30, 2024.**
  - Provide a report with proper supporting expense invoices, receipts and registration reports from Active.com or any other utilized source. Report is subject to audit by OCFEC, and shall serve as the reconciliation and settlement document between The OC Marathon and OCFEC. Payment shall be remitted to OCFEC within thirty (30) days of event.
  - Rent all equipment needed to execute a 5K race, and not use OCFEC equipment. If OCFEC equipment is needed, published rental rates will be charged to event and recapped in the settlement.

EXHIBIT A

Event Information

- Race fees shall be as follows:
  - Single Registration: $35 for adults, $20 for children, $10 for ages 5 and under
  - Corporate Teams: Groups six (6) or more, $5 discount for each additional member after the 5th registrant
  - Prices are subject to change.

Summary

Facility Rental Total	*See Facility Rental Fee
Estimated Equipment, Reimbursable Personnel and Services Total	*See Facility Rental Fee
Grand Total:	***See Facility Rental Fee**
Payment Total:	***See Facility Rental Fee**

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES
It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS
OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS
All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up. Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

COVID GUIDELINES
Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES
OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES
As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wpcontent/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY
All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES
The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

EXHIBIT A

Event Information

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, The OC Marathon must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. The OC Marathon must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, The OC Marathon must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

By:_____ Date:_____
Title: Gary Kutscher, Chief Executive Officer

By:_____ Date:_____
Title: Michele Capps, Chief Business Development Officer

FORM F-31

AGREEMENT NO. **R-106-24**
DATE **July 31, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Celebration Festivals LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 21, 2024 - January 19, 2025

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Winter Fest OC

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$423,821.13

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “I” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Celebration Festivals LLC
48 Waterworks Way
Irvine, CA 92618

By:_____Date:_____
Title: Mark Entner, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Winter Fest OC	**Contract No:**	R-106-24
Contact Person:	Mark Entner	**Phone:**	(657) 333-2520
Event Date:	11/22/2024 - 01/05/2025	**Hours:**	Daily: 4:00 PM - 10:00 PM
			December 31: 4:00 PM - 12:30 AM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	20,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Parking Lot A (North)	10/21/2024 - 10/31/2024	Move In	12,100.00
Parking Lot A (North)	11/01/2024 - 11/21/2024	Move In	23,100.00
Parking Lot A (North)	11/22/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/23/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/24/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/25/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/26/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/27/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/28/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/29/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	11/30/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/01/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/02/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/03/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/04/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/05/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/06/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/07/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/08/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/09/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/10/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/11/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/12/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/13/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/14/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/15/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/16/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/17/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/18/2024 07:00 AM - 11:59 PM	Dark Day	1,100.00
Parking Lot A (North)	12/19/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/20/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/21/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/22/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/23/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/24/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/25/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/26/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/27/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/28/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/29/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/30/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	12/31/2024 04:00 PM - 12:30 AM	Event	2,200.00
Parking Lot A (North)	01/01/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	01/02/2025 04:00 PM - 10:00 PM	Event	2,250.00

EXHIBIT A

Event Information

Parking Lot A (North)	01/03/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	01/04/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	01/05/2025 04:00 PM - 10:00 PM	Event	2,250.00
Parking Lot A (North)	01/06/2025 - 01/13/2025	Move Out	9,000.00
Parking Lot A (North)	01/14/2025 - 01/19/2025	Move Out	No Charge

Total: 133,550.00

Hosting of this event in the above specified space, Parking Lot A (North), is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - January 19, 2025 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
100 MB Internet - Hard Line	TBD	TBD	EA	5,000.00	EVT	TBD
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 7	7.00	EA	70.00	EA	490.00
100 Amp Drop	Estimate 3	3.00	EA	180.00	EA	540.00
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
400 Amp Drop	Estimate 5	5.00	EA	720.00	EA	3,600.00
Animal Stack	TBD	TBD	EA	300.00	EA	TBD
Barrel	TBD	TBD	EA	15.00	EA	TBD
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 20	20.00	EA	15.00	EA	300.00
Bench (Metal)	Estimate 40	40.00	EA	15.00	EA	600.00
Cable Ramp	Estimate 100	####	EA	15.00	EA	1,500.00
Car	TBD	TBD	EA	300.00	EA	TBD
Carousel Horse	TBD	TBD	EA	75.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Cube Tower	TBD	TBD	EA	100.00	EA	TBD
Cupcake	Estimate 2	2.00	EA	300.00	EA	600.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 65	65.00	EA	55.00	EA	3,575.00
Electrical Usage Rate	Estimate Only	1.00	EA	13,500.00	EVT	13,500.00
Forklift	Estimate 60 Hours	60.00	HR	75.00	HR	4,500.00
Handwashing Station	Estimate 2 (11/22/2024 - 01/05/2024)	2.00	EA	100.00	EA/WK	1,400.00
Ice Cream Cone	Estimate 1	1.00	EA	300.00	EA	300.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	10/28/2024 - 01/05/2025	10.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 115	115.00	EA	15.00	EA	1,725.00
Podium	TBD	TBD	EA	25.00	EA	TBD
Portable Electronic Message Board	11/22/2024 - 01/05/2025	1.00	EA	75.00	EA/DAY	2,700.00
Portable Light Pole	Estimate 5	5.00	EA	75.00	EA	375.00
Portable Restroom Unit	Estimate 2 (11/22/2024 - 01/05/2024)	2.00	EA	250.00	EA/WK	3,500.00
Propane Heater	TBD	TBD	EA	50.00	EA	TBD
PVC Material	Estimate 1	1.00	EA	900.00	EA	900.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Signage Pole	Estimate 2	2.00	EA	75.00	EA	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Ticket Booth (Double Window)	Estimate 1 (11/22/2024 - 01/05/2024)	1.00	EA	100.00	EA/WK	700.00
Trussing Unit	Estimate 4	4.00	EA	100.00	EA	400.00

EXHIBIT A

Event Information

Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Windmaster (Large)	TBD	TBD	EA	25.00	EA	TBD
Windmaster (Small)	Estimate 15	15.00	EA	15.00	EA	225.00
Windmill	TBD	TBD	EA	500.00	EA	TBD
Yellow Bollard	TBD	TBD	EA	15.00	EA	TBD
				Total:		**42,240.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	28.00	HR	1,680.00
Janitorial Attendant	Estimate 80 Hours	80.00	HR	28.00	HR	2,240.00
Electrician	Estimate 100 Hours	100.00	HR	70.00	HR	7,000.00
Plumber	Estimate 20 Hours	20.00	HR	70.00	HR	1,400.00
Event Day						
Grounds Attendant Lead	11/22/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/22/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/22/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/22/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	11/23/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/23/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/23/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/23/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	11/24/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/24/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/24/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/24/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	11/25/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/25/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/25/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/25/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	11/26/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/26/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/26/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/26/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	11/27/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/27/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/27/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/27/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	11/28/2024 03:00PM - 11:00PM	1.00	EA	66.00	HR*	528.00
Grounds Attendant	11/28/2024 03:00PM - 11:00PM	3.00	EA	56.00	HR*	1,344.00
Janitorial Attendant	11/28/2024 03:00PM - 11:00PM	7.00	EA	56.00	HR*	3,136.00
Electrician	11/28/2024 03:00PM - 11:00PM	1.00	EA	140.00	HR*	1,120.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	11/29/2024 03:00PM - 11:00PM	1.00	EA	49.50	HR*	396.00
Grounds Attendant	11/29/2024 03:00PM - 11:00PM	3.00	EA	42.00	HR*	1,008.00
Janitorial Attendant	11/29/2024 03:00PM - 11:00PM	7.00	EA	42.00	HR*	2,352.00
Electrician	11/29/2024 03:00PM - 11:00PM	1.00	EA	105.00	HR*	840.00
Grounds Attendant Lead	11/30/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/30/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	11/30/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	11/30/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/01/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/01/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/01/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/01/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/05/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/05/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/05/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/05/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/06/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/06/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/06/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/06/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/07/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/07/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/07/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/07/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/08/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/08/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/08/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/08/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/12/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/12/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/12/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/12/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/13/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/13/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/13/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/13/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/14/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/14/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/14/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/14/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/15/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/15/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/15/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/15/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	12/19/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/19/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/19/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/19/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/20/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/20/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/20/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/20/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/21/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/21/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/21/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/21/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/22/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/22/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/22/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/22/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/23/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/23/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/23/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/23/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/24/2024 03:00PM - 11:00PM	1.00	EA	49.50	HR*	396.00
Grounds Attendant	12/24/2024 03:00PM - 11:00PM	3.00	EA	42.00	HR*	1,008.00
Janitorial Attendant	12/24/2024 03:00PM - 11:00PM	7.00	EA	42.00	HR*	2,352.00
Electrician	12/24/2024 03:00PM - 11:00PM	1.00	EA	105.00	HR*	840.00
Grounds Attendant Lead	12/25/2024 03:00PM - 11:00PM	1.00	EA	66.00	HR*	528.00
Grounds Attendant	12/25/2024 03:00PM - 11:00PM	3.00	EA	56.00	HR*	1,344.00
Janitorial Attendant	12/25/2024 03:00PM - 11:00PM	7.00	EA	56.00	HR*	3,136.00
Electrician	12/25/2024 03:00PM - 11:00PM	1.00	EA	140.00	HR*	1,120.00
Grounds Attendant Lead	12/26/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/26/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/26/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/26/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/27/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/27/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/27/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/27/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/28/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/28/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/28/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/28/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/29/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/29/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/29/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/29/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	12/30/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	12/30/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	12/30/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	12/30/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	12/31/2024 03:00PM - 01:30AM	1.00	EA	49.50	HR*	519.75
Grounds Attendant	12/31/2024 03:00PM - 01:30AM	3.00	EA	42.00	HR*	1,323.00
Janitorial Attendant	12/31/2024 03:00PM - 01:30AM	7.00	EA	42.00	HR*	3,087.00
Electrician	12/31/2024 03:00PM - 01:30AM	1.00	EA	105.00	HR*	1,102.50
Grounds Attendant Lead	01/01/2025 03:00PM - 11:00PM	1.00	EA	68.00	HR*	544.00
Grounds Attendant	01/01/2025 03:00PM - 11:00PM	3.00	EA	58.00	HR*	1,392.00
Janitorial Attendant	01/01/2025 03:00PM - 11:00PM	7.00	EA	58.00	HR*	3,248.00
Electrician	01/01/2025 03:00PM - 11:00PM	1.00	EA	145.00	HR*	1,160.00
Grounds Attendant Lead	01/02/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	01/02/2025 03:00PM - 11:00PM	3.00	EA	29.00	HR	696.00
Janitorial Attendant	01/02/2025 03:00PM - 11:00PM	7.00	EA	29.00	HR	1,624.00
Electrician	01/02/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	01/03/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	01/03/2025 03:00PM - 11:00PM	3.00	EA	29.00	HR	696.00
Janitorial Attendant	01/03/2025 03:00PM - 11:00PM	7.00	EA	29.00	HR	1,624.00
Electrician	01/03/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	01/04/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	01/04/2025 03:00PM - 11:00PM	3.00	EA	29.00	HR	696.00
Janitorial Attendant	01/04/2025 03:00PM - 11:00PM	7.00	EA	29.00	HR	1,624.00
Electrician	01/04/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Grounds Attendant Lead	01/05/2025 03:00PM - 11:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	01/05/2025 03:00PM - 11:00PM	3.00	EA	29.00	HR	696.00
Janitorial Attendant	01/05/2025 03:00PM - 11:00PM	7.00	EA	29.00	HR	1,624.00
Electrician	01/05/2025 03:00PM - 11:00PM	1.00	EA	72.50	HR	580.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	29.00	HR	1,160.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	29.00	HR	1,160.00
Electrician	Estimate 90 Hours	90.00	HR	72.50	HR	6,525.00
Plumber	Estimate 20 Hours	20.00	HR	72.50	HR	1,450.00
Event Sales & Services						
Event Coordinator	11/22/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/23/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/24/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/25/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/26/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/27/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/28/2024 03:00PM - 11:00PM	1.00	EA	109.00	HR*	872.00
Event Coordinator	11/29/2024 03:00PM - 11:00PM	1.00	EA	81.75	HR*	654.00
Event Coordinator	11/30/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/01/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00

EXHIBIT A

Event Information						
Event Coordinator	12/05/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/06/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/07/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/08/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/12/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/13/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/14/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/15/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/19/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/20/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/21/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/22/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/23/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/24/2024 03:00PM - 11:00PM	1.00	EA	81.75	HR*	654.00
Event Coordinator	12/25/2024 03:00PM - 11:00PM	1.00	EA	109.00	HR*	872.00
Event Coordinator	12/26/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/27/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/28/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/29/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/30/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	12/31/2024 03:00PM - 01:30AM	1.00	EA	81.75	HR*	858.38
Event Coordinator	01/01/2025 03:00PM - 11:00PM	1.00	EA	112.00	HR*	896.00
Event Coordinator	01/02/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	01/03/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	01/04/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	01/05/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Parking						
Parking Attendant Lead	Estimate 20 Hours	20.00	HR	33.00	HR	660.00
Parking Attendant	Estimate 40 Hours	40.00	HR	28.00	HR	1,120.00
Safety & Security						
Security Attendant Lead	11/22/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	11/23/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	11/24/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	11/25/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	11/26/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	11/27/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	11/28/2024 03:00PM - 10:30PM	1.00	EA	66.00	HR*	495.00
Security Attendant Lead	11/29/2024 03:00PM - 10:30PM	1.00	EA	49.50	HR*	371.25
Security Attendant Lead	11/30/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/01/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/05/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/06/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/07/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/08/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/12/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/13/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/14/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50

EXHIBIT A

Event Information

Security Attendant Lead	12/15/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/19/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/20/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/21/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/22/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/23/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/24/2024 03:00PM - 10:30PM	1.00	EA	49.50	HR*	371.25
Security Attendant Lead	12/25/2024 03:00PM - 10:30PM	1.00	EA	66.00	HR*	495.00
Security Attendant Lead	12/26/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/27/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/28/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/29/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/30/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	12/31/2024 03:00PM - 01:00AM	1.00	EA	49.50	HR*	495.00
Security Attendant Lead	01/01/2025 03:00PM - 10:30PM	1.00	EA	68.00	HR*	510.00
Security Attendant Lead	01/02/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	01/03/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	01/04/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant Lead	01/05/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00

Outside Services

Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Ride Inspector	Estimate Only	1.00	EA	10,500.00	EVT	10,500.00
Sound Engineer	Estimate Only	2.00	EA	800.00	EA/DAY	1,600.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	21.00	HR	263.00	HR	5,523.00

***State Holiday Rates** **Total: 196,991.13**

Summary

Facility Rental Total	$133,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	$239,231.13
Parking Buyout *(Based upon 190 staff/vendor vehicles at $6.00 per vehicle per day)* **	$41,040.00
Refundable Deposit	$10,000.00

Grand Total: $423,821.13

***A physical count of vendor/staff vehicles parked in OCFEC parking lots will be conducted daily on event days of 2024 - 2025 Winter Fest OC and an average of those counts will accordingly become the basis for parking buyout terms in the 2025 - 2026 Winter Fest OC rental agreement.*

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$25,000.00
Second Payment	09/03/2024	$199,410.57
Third Payment	09/20/2024	$199,410.56

Total: $423,821.13

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

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ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and the OC Fair & Event Center.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DISTRICT BRAND PROTECTION

Celebration Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Celebration Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

EXCLUSIVE RIGHTS

OCFEC agrees Celebration Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to produce a winter festival themed event during the months of November, 2024 through January, 2025 in accordance with OCFEC's booking policies. Subject to the District's Event Booking Policy, Celebration Festivals LLC shall have the first rights of refusal to rebook their event from November, 2025 to January 2026 with the submittal of dates and venues to be utilized within sixty (60) days following the end of the 2024/2025 event.

EXHIBIT A

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FUEL & PROPANE

Renter understands that they are responsible for providing their own fuel and propane. OCFEC only provides propane for the use of OCFEC owned heaters.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

PERFORMANCE ASSURANCE

Celebration Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest OC with the OC Fair & Event Center brand. As such, Celebration Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest OC event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Celebration Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Celebration Festivals LLC. In connection with this paragraph, the District and Celebration Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Celebration Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancelation.

PROJECT MILESTONES – NEW OR REFORMATTED EVENTS

By no later than **August 30, 2024,** Celebration Festivals LLC and the District will participate in a Winter Fest OC Concept & Design meeting regarding the proposed event format. Celebration Festivals LLC will provide the District with a Winter Fest OC Production Deck setting forth the production and design elements for Winter Fest OC ("Production Deck"). Throughout the engagement, Celebration Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District which may not unnecessarily delay the review and approval process. Celebration Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Celebration Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Celebration Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest

EXHIBIT A

Event Information

OC layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest OC, Celebration Festivals LLC will provide the District a test trial run of Winter Fest OC. Following such inspection dates, Celebration Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Celebration Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Celebration Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest OC Concept & Design meeting between Celebration Festivals LLC and the District and in Winter Fest OC planning documents.

Should quality and presentation fall short of promised deliverables, Celebration Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Celebration Festivals LLC.

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

PYROTECHNICS

The pyrotechnics company hired by Celebration Festivals LLC will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees which will be reflected on the final settlement to Celebration Festivals LLC.

RECYCLING / SB 1383

1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RIDE INSPECTOR

Celebration Festivals LLC is required to select a ride inspector from an approved list provided by OCFEC. The ride inspector must have a separate contract with OCFEC outside of the carnival agreement for 2024 Winter Fest OC. Ride inspector is required to provide full inspection reports to OCFEC prior to opening day of 2024 Winter Fest OC.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 1, 2024** for review and approval. Should the outside services security plan submitted by Celebration Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site,** with the exception of the Orange County Sheriffs.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Celebration Festivals LLC must comply with request.**

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STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Celebration Festivals LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Celebration Festivals LLC must execute changes within the specified timeframe.

STORM WATER RESOURCE PLAN

OCFEC and Celebration Festivals LLC agree to discuss a storm water recourse plan prior to any teardown of the Ice Slide, Snow Play Area and Ice Rink. Additional permits may be required at expense of Celebration Festivals LLC for any illicit discharge of water that leaves OCFEC property.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

CELEBRATION FESTIVALS LLC AGREES TO:

Celebration Festivals LLC agrees to provide a $10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event run which OCFEC will hold in reserve to pay for damages to OCFEC property, additional space and equipment and/or services requested by Celebration Festivals LLC during the Event. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the $10,000.00 reserve. If the reserve is depleted, Celebration Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Celebration Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Event and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Celebration Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Celebration Festivals LLC with an alternative location at the fairgrounds for the Celebration Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Celebration Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Event or throughout the Event. All event business must be directed to the Event Coordinator.

Celebration Festivals LLC acknowledges that other events are scheduled during the run of Winter Fest OC and agrees to abide by any reasonable requests made by OCFEC to ensure that Winter Fest OC does not interfere with the successful operation of another event. As such, Celebration Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in Parking Lot A, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

Celebration Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Event partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Celebration Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Celebration Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in a resulting Rental Agreement amendment. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Celebration Festivals LLC agrees to

EXHIBIT A

Event Information

include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Celebration Festivals LLC agrees to obtain all required permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within the parameters set forth by these agencies as well as in compliance with all applicable laws.

Celebration Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Celebration Festivals LLC agrees that all attractions included in Winter Fest OC will be subject to a full pre-Event inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Celebration Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Celebration Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Celebration Festivals LLC.

By_____Date:_____
Title: Mark Entner, Chief Executive Officer

By_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

FORM F-31

AGREEMENT NO. **R-108-24**
DATE **June 28, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Shoreline Dog Fanciers Association** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 29 - September 1, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Shoreline Dog Fanciers Association

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$65,999.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Shoreline Dog Fanciers Association
14306 Holt Avenue
North Tustin, CA 92705

By_____Date: _____
Title: Kathy Webster, Show Chair

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Shoreline Dog Fanciers Association	**Contract No:**	R-108-24 REVISED
Contact Person:	Kathy Webster	**Phone:**	(714) 454-6708
Event Dates:	08/30/2024 - 09/01/2024	**Hours:**	Friday - Sunday: 8:00 AM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	3,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Anaheim Building (#16)	08/29/2024 10:00 AM - 10:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	08/29/2024 10:00 AM - 10:00 PM	Move In	1,375.00*
OC Promenade (Span)	08/29/2024 10:00 AM - 10:00 PM	Move In	1,000.00*
Friday			
Anaheim Building (#16)	08/30/2024 08:00 AM - 05:00 PM	Event	2,650.00
Los Alamitos Building (#14)	08/30/2024 08:00 AM - 05:00 PM	Event	2,750.00*
OC Promenade (Span)	08/30/2024 08:00 AM - 05:00 PM	Event	2,000.00*
Saturday			
Anaheim Building (#16)	08/31/2024 08:00 AM - 05:00 PM	Event	2,650.00
Los Alamitos Building (#14)	08/31/2024 08:00 AM - 05:00 PM	Event	2,750.00*
OC Promenade (Span)	08/31/2024 08:00 AM - 05:00 PM	Event	2,000.00*
Sunday			
Anaheim Building (#16)	09/01/2024 08:00 AM - 05:00 PM	Event	2,650.00
Los Alamitos Building (#14)	09/01/2024 08:00 AM - 05:00 PM	Event	2,750.00*
OC Promenade (Span)	09/01/2024 08:00 AM - 05:00 PM	Event	2,000.00*
		Total:	**25,900.00**

Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building and OC Promenade, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

***2024 facility rental rates honored for Costa Mesa Building due to OCFEC request to relocate buildings.**
Move out must be completed by 11:59 PM Sunday - September 1, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
30 Amp Drop	Estimate 3	3.00 EA	50.00 EA	150.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 22	22.00 EA	20.00 EA	440.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	2,250.00 EVT	2,250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 3 Day	Estimate 16	16.00 EA	18.00 EA	288.00
Marquee Board	08/04/2024 - 09/01/2024	4.00 WK	Included	Included
Portable Electronic Message Board	08/30/2024 - 09/01/2024	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	08/30/2024 - 09/01/2024	3.00 EA	75.00 EA/DAY	675.00
RV Camping	TBD *(2023 = 112 EA)*	TBD EA	45.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00

EXHIBIT A

Event Information						
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
					Total:	**5,153.00**

Reimbursable Personnel and Services Fees						
Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 12 Hours	12.00	HR	70.00	HR	840.00
Event Day						
Grounds Attendant Lead	08/30/2024 07:00AM - 06:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	08/30/2024 07:00AM - 06:00PM	4.00	EA	28.00	HR	1,232.00
Janitorial Attendant	08/30/2024 07:00AM - 06:00PM	6.00	EA	28.00	HR	1,848.00
Grounds Attendant Lead	08/31/2024 07:00AM - 06:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	08/31/2024 07:00AM - 06:00PM	4.00	EA	28.00	HR	1,232.00
Janitorial Attendant	08/31/2024 07:00AM - 06:00PM	6.00	EA	28.00	HR	1,848.00
Grounds Attendant Lead	09/01/2024 07:00AM - 06:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	09/01/2024 07:00AM - 06:00PM	4.00	EA	28.00	HR	1,232.00
Janitorial Attendant	09/01/2024 07:00AM - 06:00PM	6.00	EA	28.00	HR	1,848.00
Clean Up						
Grounds Attendant	Estimate 38 Hours	38.00	HR	42.00	HR*	1,596.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	42.00	HR*	672.00
Electrician	Estimate 8 Hours	8.00	HR	105.00	HR*	840.00
Event Sales & Services						
Event Coordinator	08/30/2024 07:00AM - 06:00PM	1.00	EA	54.50	HR	599.50
Event Coordinator	08/31/2024 07:00AM - 06:00PM	1.00	EA	54.50	HR	599.50
Event Coordinator	09/01/2024 07:00AM - 06:00PM	1.00	EA	54.50	HR	599.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant - Overnight	08/29/2024 09:00PM - 06:30AM	1.00	EA	28.00	HR	266.00
Security Attendant Lead	08/30/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	08/30/2024 07:00AM - 05:30PM	6.00	EA	28.00	HR	1,764.00
Security Attendant - Overnight	08/30/2024 11:45PM - 06:30AM	1.00	EA	28.00	HR	189.00
Security Attendant Lead	08/31/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	08/31/2024 07:00AM - 05:30PM	6.00	EA	28.00	HR	1,764.00
Security Attendant - Overnight	08/31/2024 11:45PM - 06:30AM	1.00	EA	28.00	HR	189.00
Security Attendant Lead	09/01/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	09/01/2024 07:00AM - 05:30PM	6.00	EA	28.00	HR	1,764.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	08/30/2024 07:30AM - 05:30PM	2.00	EA	33.00	HR	660.00
Emergency Medical Services	08/31/2024 07:30AM - 05:30PM	2.00	EA	33.00	HR	660.00
Emergency Medical Services	09/01/2024 07:30AM - 05:30PM	2.00	EA	33.00	HR	660.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**27,133.50**

Summary

Facility Rental Total	$25,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	$32,286.50
Refundable Deposit	$1,500.00
***State Holiday Rate**	**Grand Total: $59,686.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$59,686.50
	Total:	**$59,686.50**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 4, 2024.** Payment due by **Wednesday - September 11, 2024.**

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

FACILITY RENTAL FEE

2024 facility rental rates honored for Costa Mesa Building due to OCFEC request to relocate buildings.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, the Shoreline Dog Fanciers Association must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Shoreline Dog Fanciers Association must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Shoreline Dog Fanciers Association must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-111-24**
DATE **June 13, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Wright Ford Young & Co.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 16, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Wright Ford Young Annual Family Celebration

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Wright Ford Young & Co.
16140 Sand Canyon Avenue, 2nd Floor
Irvine, CA 92618

By:_____Date:_____
Title: Ashley Winston, Director of Firm Administration

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Wright Ford Young Annual Family Celebration	**Contract No:**	R-111-24
Contact Person:	Ashley Winston	**Phone:**	(619) 300 -3856
Event Date:	08/16/2024	**Hours:**	5:00 PM - 9:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	300

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Club OC Plaza Pacifica West	08/16/2024 05:00 PM - 09:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 9:00 PM Friday - August 16, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/16/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Wright Ford Young & Co. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Wright Ford Young & Co. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Wright Ford Young & Co. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-112-24**
DATE **July 11, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Pacific Investment Management Co. LLC - PIMCO** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

December 5 - 7, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Feed Our Cities

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$27,876.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Pacific Investment Management Co. LLC - PIMCO
650 Newport Center Drive
Newport Beach, CA 92660

By:_____Date:_____
Title: Elizabeth Eckman, Program Associate

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Feed Our Cities	**Contract No:**	R-112-24
Contact Person:	Mark Lowry	**Phone:**	(714) 897-6670 ext. 3601
Event Date:	12/07/2024	**Hours:**	6:00 AM - 1:00 PM
Vehicle Parking Fee:	Parking Buyout (See Summary)	**Projected Attendance:**	700

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Anaheim Building (#16)	12/05/2024 10:00 AM - 12:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	12/05/2024 10:00 AM - 12:00 PM	Move In	1,675.00
OC Promenade (Span)	12/05/2024 10:00 AM - 12:00 PM	Move In	1,325.00
Friday			
Anaheim Building (#16)	12/06/2024 08:00 AM - 11:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	12/06/2024 08:00 AM - 11:00 PM	Move In	1,675.00
OC Promenade (Span)	12/06/2024 08:00 AM - 11:00 PM	Move In	1,325.00
Saturday			
Anaheim Building (#16)	12/07/2024 06:00 AM - 01:00 PM	Event	2,650.00
Los Alamitos Building (#14)	12/07/2024 06:00 AM - 01:00 PM	Event	3,350.00
OC Promenade (Span)	12/07/2024 06:00 AM - 01:00 PM	Event	2,650.00
		Total:	**17,300.00**

Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building and OC Promenade, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - December 7, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
4-Channel Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
40 Yard Dumpster	Estimate 2	2.00	EA	234.00	EA	468.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	650.00	EVT	650.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Portable Electronic Message Board	12/07/2024	1.00	EA	75.00	EA/DAY	75.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	12/07/2024	1.00	EA	150.00	EA/DAY	150.00
Propane Heater	TBD	TBD	EA	50.00	EA	TBD
Public Address System (Per Building)	12/07/2024	3.00	EA	75.00	EA/DAY	225.00
Sweeper (In-House)	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Tonnage Weight (40 Yard Dumpster)	Estimate 2 Tons	2.00	TON	90.00	TON	180.00
					Total:	**2,308.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant	12/07/2024 05:00AM - 02:00PM	1.00	EA	28.00	HR	252.00
Janitorial Attendant	12/07/2024 05:00AM - 02:00PM	4.00	EA	28.00	HR	1,008.00
Clean Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
Event Sales & Services						
Event Coordinator	12/07/2024 05:00AM - 02:00PM	1.00	EA	54.50	HR	490.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant	12/07/2024 05:00AM - 01:30PM	3.00	EA	28.00	HR	714.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Insurance						
S.E.L.I. Insurance	12/07/2024	1.00	EA	175.00	EA/DAY	175.00
(Includes coverage for Move In/Move Out period listed on Rental Agreement)						
					Total:	**4,868.00**

Summary

Facility Rental Total	$17,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	$7,176.00
Parking Buyout *(Based upon 200 vehicles at $12.00 per vehicle)*	$2,400.00
Refundable Deposit	$1,000.00
Grand Total:	**$27,876.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$9,292.00
Second Payment	09/05/2024	$9,292.00
Third Payment	11/05/2024	$9,292.00
	Total:	**$27,876.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Pacific Investment Management Co. LLC - PIMCO must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Pacific Investment Management Co. LLC - PIMCO must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Pacific Investment Management Co. LLC - PIMCO must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-113-24**
DATE **June 20, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Westcliff University** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 26, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Westcliff University - Staff Summer Picnic

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Westcliff University
17877 Von Karman Avenue #400
Irvine, CA 92614

By:_____Date:_____
Title: Lynda Nguyen, Senior Director, Human Resources

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Staff Summer Picnic	**Contract No:**	R-113-24
Contact Person:	Emily Chen	**Phone:**	(714) 280-5388
Event Date:	07/26/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	200

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Club OC Plaza Pacifica West	07/26/2024 11:00 AM - 03:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Friday - July 26, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/26/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Westcliff University must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Westcliff University must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Westcliff University must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-114-24**
DATE **June 18, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Marvin Test Solutions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 10, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Marvin Test Solutions Company Picnic

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Marvin Test Solutions, Inc.
1770 Kettering Street
Irvine, CA 92618

By:_____Date:_____
Title: Lynda Lopez, Controller, HR, Admin. Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Marvin Test Solutions Company Picnic	**Contract No:**	R-114-24
Contact Person:	Lynda Lopez	**Phone:**	(949) 263-2222
Event Date:	08/10/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	300

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Saturday			
Club OC Plaza Pacifica West	08/10/2024 11:00 AM - 03:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Saturday - August 10, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/10/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Marvin Test Solutions, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Marvin Test Solutions, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Marvin Test Solutions, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-115-24**
DATE **July 20, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Seasonal Adventures** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 24 - November 4, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Seasonal Adventures - Pumpkin Patch

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$77,863.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “I” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021

By:_____Date:_____
Title: Rob Lambert, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Seasonal Adventures - Pumpkin Patch	**Contract No:**	R-115-24
Contact Person:	Rob Lambert	**Phone:**	(503) 930-1900
Event Date:	09/28/2024 - 10/31/2024	**Hours:**	Monday - Thursday: 3:00 PM - 9:00 PM
			Friday: 3:00 PM - 10:00 PM
Admission Price:	Free		Saturday: 11:00 AM - 10:00 PM
Vehicle Parking Fee:	**09/28/2024 - 10/27/2024**		Sunday: 11:00 AM - 9:00 PM
	Friday 12:00 PM - Sunday 7:00 PM: $12.00 General Parking		**Special Hours**
	Monday - Friday 11:59AM: No Parking Fee		09/28/2024: 4:00 PM - 10:00 PM
	10/30/2024 - 10/31/2024		
	$12.00 General Parking	**Projected Attendance:**	16,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday			
⅔ Parking Lot C	09/24/2024 07:00 AM - 10:00 PM	Move In	737.00
Wednesday			
⅔ Parking Lot C	09/25/2024 07:00 AM - 10:00 PM	Move In	737.00
Thursday			
⅔ Parking Lot C	09/26/2024 07:00 AM - 10:00 PM	Move In	737.00
Friday			
⅔ Parking Lot C	09/27/2024 03:00 PM - 10:00 PM	Move In	737.00
Saturday			
⅔ Parking Lot C	09/28/2024 04:00 PM - 10:00 PM	Event	1,474.00
Sunday			
⅔ Parking Lot C	09/29/2024 11:00 AM - 09:00 PM	Event	1,474.00
Monday			
⅔ Parking Lot C	09/30/2024 03:00 PM - 09:00 PM	Event	1,474.00
Tuesday			
⅔ Parking Lot C	10/01/2024 03:00 PM - 09:00 PM	Event	1,474.00
Wednesday			
⅔ Parking Lot C	10/02/2024 03:00 PM - 09:00 PM	Event	1,474.00
Thursday			
⅔ Parking Lot C	10/03/2024 03:00 PM - 09:00 PM	Event	1,474.00
Friday			
⅔ Parking Lot C	10/04/2024 03:00 PM - 10:00 PM	Event	1,474.00
Saturday			
⅔ Parking Lot C	10/05/2024 11:00 AM - 10:00 PM	Event	1,474.00
Sunday			
⅔ Parking Lot C	10/06/2024 11:00 AM - 09:00 PM	Event	1,474.00
Monday			
⅔ Parking Lot C	10/07/2024 03:00 PM - 09:00 PM	Event	1,474.00
Tuesday			
⅔ Parking Lot C	10/08/2024 03:00 PM - 09:00 PM	Event	1,474.00
Wednesday			
⅔ Parking Lot C	10/09/2024 03:00 PM - 09:00 PM	Event	1,474.00

EXHIBIT A

Event Information			
Thursday			
⅔ Parking Lot C	10/10/2024 03:00 PM - 09:00 PM	Event	1,474.00
Friday			
⅔ Parking Lot C	10/11/2024 03:00 PM - 10:00 PM	Event	1,474.00
Saturday			
⅔ Parking Lot C	10/12/2024 11:00 AM - 10:00 PM	Event	1,474.00
Sunday			
⅔ Parking Lot C	10/13/2024 11:00 AM - 09:00 PM	Event	1,474.00
Monday			
⅔ Parking Lot C	10/14/2024 03:00 PM - 09:00 PM	Event	1,474.00
Tuesday			
⅔ Parking Lot C	10/15/2024 03:00 PM - 09:00 PM	Event	1,474.00
Wednesday			
⅔ Parking Lot C	10/16/2024 03:00 PM - 09:00 PM	Event	1,474.00
Thursday			
⅔ Parking Lot C	10/17/2024 03:00 PM - 09:00 PM	Event	1,474.00
Friday			
⅔ Parking Lot C	10/18/2024 03:00 PM - 10:00 PM	Event	1,474.00
Saturday			
⅔ Parking Lot C	10/19/2024 11:00 AM - 10:00 PM	Event	1,474.00
Sunday			
⅔ Parking Lot C	10/20/2024 11:00 AM - 09:00 PM	Event	1,474.00
Monday			
⅔ Parking Lot C	10/21/2024 03:00 PM - 09:00 PM	Event	1,474.00
Tuesday			
⅔ Parking Lot C	10/22/2024 03:00 PM - 09:00 PM	Event	1,474.00
Wednesday			
⅔ Parking Lot C	10/23/2024 03:00 PM - 09:00 PM	Event	1,474.00
Thursday			
⅔ Parking Lot C	10/24/2024 03:00 PM - 09:00 PM	Event	1,474.00
Friday			
⅔ Parking Lot C	10/25/2024 03:00 PM - 10:00 PM	Event	1,474.00
Saturday			
⅔ Parking Lot C	10/26/2024 11:00 AM - 10:00 PM	Event	1,474.00
Sunday			
⅔ Parking Lot C	10/27/2024 11:00 AM - 09:00 PM	Event	1,474.00
Monday			
⅔ Parking Lot C	10/28/2024 03:00 PM - 09:00 PM	Event	1,474.00
Tuesday			
⅔ Parking Lot C	10/29/2024 03:00 PM - 09:00 PM	Event	1,474.00
Wednesday			
⅔ Parking Lot C	10/30/2024 03:00 PM - 09:00 PM	Event	1,474.00

EXHIBIT A

Event Information

Thursday			
⅔ Parking Lot C	10/31/2024 03:00 PM - 09:00 PM	Event	1,474.00
Friday			
⅔ Parking Lot C	11/01/2024 07:00 AM - 10:00 PM	Move Out	737.00
Saturday			
⅔ Parking Lot C	11/02/2024 07:00 AM - 10:00 PM	Move Out	No Charge
Sunday			
⅔ Parking Lot C	11/03/2024 07:00 AM - 10:00 PM	Move Out	No Charge
Monday			
⅔ Parking Lot C	11/04/2024 07:00 AM - 10:00 PM	Move Out	No Charge
		Total:	**53,801.00**

Hosting of this event in the above specified space, ⅔ Parking Lot C, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Monday - November 4, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
30 Amp Drop	Estimate 3	3.00	EA	50.00	EA	150.00
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
40 Yard Dumpster	Estimate 3	3.00	EA	234.00	EA	702.00
Barricade (Plastic)	Estimate 12	12.00	EA	15.00	EA	180.00
Cable Ramp	Estimate 18	18.00	EA	15.00	EA	270.00
Electrical Splitter Box	Estimate 19	19.00	EA	55.00	EA	1,045.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,200.00	EVT	1,200.00
Forklift	Estimate 11 Hours	11.00	HR	75.00	HR	825.00
Forklift (40 Yard Dumpster)	Estimate 19 Hours	19.00	HR	75.00	HR	1,425.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00	TON	90.00	TON	540.00
				Total:		**6,477.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up / Clean Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	TBD	TBD	EA	28.00	HR	TBD
Electrician	Estimate 30 Hours	30.00	HR	70.00	HR	2,100.00
Plumber	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Sales & Services						
Event Coordinator	Estimate 8 Hours	8.00	HR	54.50	HR	436.00
Safety & Security						
Security Attendant	09/28/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/04/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/05/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/11/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/12/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/18/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00

EXHIBIT A

Event Information

Security Attendant	10/19/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/25/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Security Attendant	10/26/2024 05:00PM - 10:00PM	2.00	EA	28.00	HR	280.00
Outside Services						
Ride Inspector	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.00	HR	263.00	HR	526.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,415.00	EVT	1,415.00
					Total:	**7,585.00**

Summary

Facility Rental Total	$53,801.00
Estimated Equipment, Reimbursable Personnel and Services Total	$14,062.00
Refundable Deposit	$10,000.00
Grand Total:	**$77,863.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$38,931.50
Second Payment	08/23/2024	$38,931.50
	Total:	**$77,863.00**

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

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It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars ($2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event.

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

EXHIBIT A

Event Information

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RENTER AGREES

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Seasonal Adventures must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Seasonal Adventures must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Seasonal Adventures must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-116-24**
DATE **July 11, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **SoCal VegFest** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 25 - 28, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

SoCal VegFest

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$73,727.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “I” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

SoCal VegFest
17426 Studebaker Road
Cerritos, CA 90703

By:_____Date:_____
Title: Laura McManus, Executive Director

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	SoCal VegFest	**Contract No:**	R-116-24
Contact Person:	Laura McManus	**Phone:**	(714) 276-5020
Event Date:	10/26/2024 - 10/27/2024	**Hours:**	Saturday & Sunday: 11:00 AM - 6:00 PM
Admission Price:	Presale: $7.50 - $55.00		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	12,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
OC Promenade (Span)	10/25/2024 07:00 AM - 11:59 PM	Move In	1,325.00
Parking Lot I	10/25/2024 07:00 AM - 11:59 PM	Move In	1,100.00
Saturday			
OC Promenade (Span)	10/26/2024 11:00 AM - 06:00 PM	Event	2,650.00
Parking Lot I	10/26/2024 11:00 AM - 06:00 PM	Event	2,200.00
Sunday			
OC Promenade (Span)	10/27/2024 11:00 AM - 06:00 PM	Event	2,650.00
Parking Lot I	10/27/2024 11:00 AM - 06:00 PM	Event	2,200.00
Monday			
OC Promenade (Span)	10/28/2024 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	10/28/2024 06:00 AM - 11:59 AM	Move Out	No Charge
		Total:	**12,125.00**

Hosting of this event in the above specified spaces, OC Promenade and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - October 28, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
20 Amp Drop	Estimate 3	3.00	EA	25.00	EA	75.00
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
40 Yard Dumpster	Estimate 4	4.00	EA	234.00	EA	936.00
Barricade (Metal)	Estimate 75	75.00	EA	15.00	EA	1,125.00
Barricade (Plastic)	Estimate 26	26.00	EA	15.00	EA	390.00
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 50	50.00	EA	15.00	EA	750.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 60	60.00	EA	55.00	EA	3,300.00
Electrical Usage	Estimate Only	1.00	EA	1,200.00	EVT	1,200.00
Forklift	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Forklift (40 Yard Dumpster)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Hang Tag - 2 Day	Estimate 340	340.00	EA	12.00	EA	4,080.00
Information Booth	TBD	TBD	EA	150.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	09/30/2024 - 10/27/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Podium	Estimate 1	1.00	EA	25.00	EA	25.00
Portable Electronic Message Board	10/26/2024 - 10/27/2024	2.00	EA	75.00	EA/DAY	300.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD

EXHIBIT A

Event Information						
Stanchion	Estimate 145	145.00	EA	5.00	EA	725.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Tonnage Weight (40 Yard Dumpster)	Estimate 9 Tons	9.00	TON	90.00	TON	810.00
					Total:	**16,486.00**

Reimbursable Personnel and Services Fees						
Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	28.00	HR	1,456.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 35 Hours	35.00	HR	70.00	HR	2,450.00
Plumber	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Day						
Grounds Attendant Lead	10/26/2024 09:00AM - 07:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	10/26/2024 09:00AM - 07:00PM	6.00	EA	28.00	HR	1,680.00
Janitorial Attendant Lead	10/26/2024 09:00AM - 07:00PM	1.00	EA	33.00	HR	330.00
Janitorial Attendant	10/26/2024 09:00AM - 07:00PM	12.00	EA	28.00	HR	3,360.00
Electrician	10/26/2024 09:00AM - 07:00PM	1.00	EA	70.00	HR	700.00
Plumber	10/26/2024 09:00AM - 07:00PM	1.00	EA	70.00	HR	700.00
Grounds Attendant Lead	10/27/2024 09:00AM - 07:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	10/27/2024 09:00AM - 07:00PM	6.00	EA	28.00	HR	1,680.00
Janitorial Attendant Lead	10/27/2024 09:00AM - 07:00PM	1.00	EA	33.00	HR	330.00
Janitorial Attendant	10/27/2024 09:00AM - 07:00PM	12.00	EA	28.00	HR	3,360.00
Electrician	10/27/2024 09:00AM - 07:00PM	1.00	EA	70.00	HR	700.00
Plumber	10/27/2024 09:00AM - 07:00PM	1.00	EA	70.00	HR	700.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 62 Hours	62.00	HR	28.00	HR	1,736.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 30 Hours	30.00	HR	70.00	HR	2,100.00
Plumber	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Sales & Services						
Event Coordinator	10/26/2024 09:00AM - 07:00PM	1.00	EA	54.50	HR	545.00
Event Coordinator	10/27/2024 09:00AM - 07:00PM	1.00	EA	54.50	HR	545.00
Parking						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Parking Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Safety & Security						
Security Attendant - Overnight	10/25/2024 07:00PM - 06:30AM	1.00	EA	28.00	HR	322.00
Security Attendant Lead	10/26/2024 10:00AM - 06:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	10/26/2024 10:00AM - 06:30PM	19.00	EA	28.00	HR	4,522.00
Security Attendant - Overnight	10/26/2024 06:30PM - 09:00AM	1.00	EA	28.00	HR	406.00

EXHIBIT A

Event Information						
Security Attendant Lead	10/27/2024 10:00AM - 06:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	10/27/2024 10:00AM - 06:30PM	19.00	EA	28.00	HR	4,522.00
Technology						
CAD Services	Estimate 25 Hours	25.00	HR	55.00	HR	1,375.00
Technology Attendant	TBD	TBD	HR	54.50	HR	TBD
Outside Services						
Food Safety Inspector	Estimate 25 Hours	25.00	HR	45.00	HR	1,125.00
Emergency Medical Services	10/26/2024 10:30AM - 06:30PM	4.00	EA	33.00	HR	1,056.00
Emergency Medical Services	10/27/2024 10:30AM - 06:30PM	4.00	EA	33.00	HR	1,056.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
					Total:	**43,616.00**

Summary

Facility Rental Total	$12,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	$60,102.00
Refundable Deposit	$1,500.00
Grand Total:	**$73,727.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment - (*25% Facility Fee*)	*Upon Signing*	$3,031.25
Second Payment	08/26/2024	$35,348.00
Third Payment	09/25/2024	$35,347.75
	Total:	**$73,727.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. *See OCFEC Signage Guide.*

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

FOOD BUYOUT

Any food buyout agreed upon between OVG Hospitality and SoCal VegFest must be paid to OVG Hospitality no later than **Friday - October 18, 2024.**

GLASS

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coodinator for details.

HEALTH DEPARTMENT

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the event.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PARKING LOT I

All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

EXHIBIT A

Event Information

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, SoCal VegFest must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. SoCal VegFest must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, SoCal VegFest must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-118-24**
DATE **July 24, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **JLJR, LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 13 - 15, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gun & Collectors Show

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$25,681.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “D” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

JLJR, LLC
4501 Broadway
Miami, FL 85539

By:_____Date:_____
Title: John Low, Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gun & Collectors Show	**Contract No:**	R-118-24
Contact Person:	John Low	**Phone:**	(650) 520-6002
Event Date:	09/14/2024 - 09/15/2024	**Hours:**	Saturday: 9:00 AM - 5:00 PM
			Sunday: 9:00 AM - 3:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Anaheim Building (#16)	09/13/2024 07:00 AM - 06:00 PM	Move In	1,325.00
Saturday			
Anaheim Building (#16)	09/14/2024 09:00 AM - 05:00 PM	Event	2,650.00
Sunday			
Anaheim Building (#16)	09/15/2024 09:00 AM - 03:00 PM	Event	2,650.00
Anaheim Building (#16)	09/15/2024 03:00 PM - 11:59 PM	Move Out	No Charge
		Total:	**6,625.00**

Hosting of this event in the above specified space, Anaheim Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - September 15, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Portable Electronic Message Board	09/14/2024 - 09/15/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
			Total:	**1,600.00**

Reimbursable Personnel and Services

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	33.00 HR	198.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	28.00 HR	280.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	28.00 HR	336.00
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
Event Day				
Grounds Attendant Lead	09/14/2024 08:00AM - 06:00PM	1.00 EA	33.00 HR	330.00
Grounds Attendant	09/14/2024 08:00AM - 06:00PM	2.00 EA	28.00 HR	560.00
Janitorial Attendant	09/14/2024 08:00AM - 06:00PM	2.00 EA	28.00 HR	560.00
Electrician	TBD	TBD EA	70.00 HR	TBD

EXHIBIT A

Event Information

Grounds Attendant Lead	09/15/2024 08:00AM - 04:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	09/15/2024 08:00AM - 04:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	09/15/2024 08:00AM - 04:00PM	2.00	EA	28.00	HR	448.00
Electrician	TBD	TBD	EA	70.00	HR	TBD
Clean Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Sales & Services						
Event Coordinator	09/14/2024 08:00AM - 06:00PM	1.00	EA	54.50	HR	545.00
Event Coordinator	09/15/2024 08:00AM - 04:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	09/14/2024 08:00AM - 05:30PM	1.00	EA	33.00	HR	313.50
Security Attendant	09/14/2024 08:00AM - 05:30PM	4.00	EA	28.00	HR	1,064.00
Security Attendant Lead	09/15/2024 08:00AM - 03:30PM	1.00	EA	33.00	HR	247.50
Security Attendant	09/15/2024 08:00AM - 03:30PM	4.00	EA	28.00	HR	840.00
**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*						
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	09/14/2024 08:30AM - 05:30PM	2.00	EA	33.00	HR	594.00
Emergency Medical Services	09/15/2024 08:30AM - 03:30PM	2.00	EA	33.00	HR	462.00
Orange County Sheriff Services	09/14/2024 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Orange County Sheriff Services	09/15/2024 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**15,956.50**

Summary

Facility Rental Total	$6,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	$17,556.50
Refundable Deposit	$1,500.00
Grand Total:	**$25,681.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$12,840.75
Second Payment	08/13/2024	$12,840.75
	Total:	**$25,681.50**

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, JLJR, LLC must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. JLJR, LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, JLJR, LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-119-24**
DATE **July 11, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Stone Security** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 19, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Stone Security Summer Party 2024

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$652.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Stone Security
4 Latitude Way, Suite 103
Corona, CA 92881

By:_____Date:_____
Title: Dana Cooper, Admin Assistant

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Stone Security Summer Party 2024	**Contract No:**	R-119-24
Contact Person:	Dana Cooper	**Phone:**	(714) 244-8647
Event Date:	07/19/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	38

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Club OC Plaza Pacifica West	07/19/2024 11:00 AM - 03:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Friday - July 19, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	TBD	TBD EA	115.00 EA/DAY	TBD
			Total:	**112.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$152.00
Grand Total:	**$652.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$652.00
	Total:	**$652.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Stone Security must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Stone Security must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Stone Security must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-120-24**
DATE **July 20, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **ClubLabs dba AutoClub of Southern California** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 31, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

ClubLabs All Hands

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

ClubLabs dba AutoClub of Southern California
1032 W Wilson Street
Costa Mesa, CA 92627

By:_____Date:_____
Title: Jay Burgess, People & Programs Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	ClubLabs All Hands	**Contract No:**	R-120-24
Contact Person:	Jay Burgess	**Phone:**	(714) 886-7759
Event Date:	07/31/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	235

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Club OC Plaza Pacifica West	07/31/2024 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM		**Total:**	**500.00**

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Wednesday - July 31, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/31/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, ClubLabs dba AutoClub of Southern California must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. ClubLabs dba AutoClub of Southern California must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, ClubLabs dba AutoClub of Southern California must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-121-24**
DATE **August 8, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Sugar Plum Festivals** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

November 6 - 10, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Sugar Plum Arts & Crafts Festivals

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$28,241.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815

By:_____Date:_____
Title: Camilla Richter, Promoter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Sugar Plum Arts & Crafts Festivals	**Contract No:**	R-121-24
Contact Person:	Camilla Richter	**Phone:**	(562) 598-0857
Event Date:	11/08/2024 - 11/09/2024	**Hours:**	Friday Early Entry: 9:00 AM - 10:00 AM
			Friday: 10:00 AM - 7:00 PM
			Saturday: 9:00 AM - 4:00 PM
Admission Price:	Early Entry: $5.00, General Admission: Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Costa Mesa Building (#10)	11/06/2024 09:00 AM - 09:00 PM	Move In	2,375.00
Thursday			
Costa Mesa Building (#10)	11/07/2024 09:00 AM - 09:00 PM	Move In	2,375.00
Friday			
Costa Mesa Building (#10)	11/08/2024 09:00 AM - 07:00 PM	Event	4,750.00
Saturday			
Costa Mesa Building (#10)	11/09/2024 09:00 AM - 04:00 PM	Event	4,750.00
Sunday			
Costa Mesa Building (#10)	11/10/2024 06:00 AM - 12:00 PM	Move Out	No Charge
		Total:	**14,250.00**

Hosting of this event in the above specified space, Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Sunday - November 10, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
10 MB Internet - Hard Line	11/08/2024 - 11/09/2024	1.00	EA	150.00	EA/DAY	300.00
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Hang Tag - 2 Day	Estimate 120	120.00	EA	12.00	EA	1,440.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	11/03/2024 - 11/09/2024	1.00	WK	Included		Included
Portable Electronic Message Board	11/08/2024 - 11/09/2024	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
				Total:		**3,785.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant Lead	11/08/2024 08:00AM - 08:00PM	1.00	EA	33.00	HR	396.00
Grounds Attendant	11/08/2024 08:00AM - 08:00PM	1.00	EA	28.00	HR	336.00
Janitorial Attendant	11/08/2024 08:00AM - 08:00PM	3.00	EA	28.00	HR	1,008.00
Grounds Attendant Lead	11/09/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/09/2024 09:00AM - 05:00PM	1.00	EA	28.00	HR	224.00
Janitorial Attendant	11/09/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Sales & Services						
Event Coordinator	11/08/2024 08:00AM - 08:00PM	1.00	EA	54.50	HR	654.00
Event Coordinator	11/09/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant	11/08/2024 08:00AM - 07:30PM	2.00	EA	28.00	HR	644.00
Security Attendant	11/09/2024 09:00AM - 04:30PM	2.00	EA	28.00	HR	420.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/08/2024 08:30AM - 07:30PM	2.00	EA	33.00	HR	726.00
Emergency Medical Services	11/09/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Insurance						
S.E.L.I. Insurance	11/08/2024 - 11/09/2024	1.00	EA	245.00	EA/DAY	490.00

(Includes coverage for Move In/ Move Out period listed on Rental Agreement)

Total: 9,006.50

Summary

Facility Rental Total	$14,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	$12,791.50
Refundable Deposit	$1,200.00

Grand Total: $28,241.50

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	08/30/2024	$9,414.16
Second Payment	09/13/2024	$9,413.67
Third Payment	10/08/2024	$9,413.67

Total: $28,241.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Sugar Plum Festivals must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Sugar Plum Festivals must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Sugar Plum Festivals must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-122-24**
DATE **August 4, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Ultimate Trade Shows & Events, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 18 - 21, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The 47th Annual OC Home & Holiday Expo

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$22,667.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065

By:_____Date:_____
Title: Sylvia Andersen, Promoter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	The 47th Annual OC Home & Holiday Expo	**Contract No:**	R-122-24
Contact Person:	Sylvia Andersen	**Phone:**	(801) 599-6664
Event Date:	10/19/2024 - 10/20/2024	**Hours:**	Saturday: 10:00 AM - 6:00 PM
			Sunday: 10:00 AM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	1,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
The Hangar	10/18/2024 08:00 AM - 05:00 PM	Move In	1,975.00
Saturday			
The Hangar	10/19/2024 10:00 AM - 06:00 PM	Event	3,950.00
Sunday			
The Hangar	10/20/2024 10:00 AM - 05:00 PM	Event	3,950.00
Monday			
The Hangar	10/21/2024 07:00 AM - 12:00 PM	Move Out	No Charge
		Total:	**9,875.00**

Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Monday - October 21, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 22	22.00 EA	2.50 EA	55.00
Dumpster	Estimate 7	7.00 EA	20.00 EA	140.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	550.00 EVT	550.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	10/14/2024 - 10/20/2024	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	10/19/2024 - 10/20/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	10/19/2024 - 10/20/2024	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	**2,335.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Electrician	Estimate 4 Hours	4.00 HR	70.00 HR	280.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant Lead	10/19/2024 09:00AM - 07:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	10/19/2024 09:00AM - 07:00PM	1.00	EA	28.00	HR	280.00
Janitorial Attendant	10/19/2024 09:00AM - 07:00PM	2.00	EA	28.00	HR	560.00
Electrician	10/19/2024 09:00AM - 07:00PM	1.00	EA	70.00	HR	700.00
Grounds Attendant Lead	10/20/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	10/20/2024 09:00AM - 06:00PM	1.00	EA	28.00	HR	252.00
Janitorial Attendant	10/20/2024 09:00AM - 06:00PM	2.00	EA	28.00	HR	504.00
Electrician	10/20/2024 09:00AM - 06:00PM	1.00	EA	70.00	HR	630.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Sales & Services						
Event Coordinator	10/19/2024 09:00AM - 07:00PM	1.00	EA	54.50	HR	545.00
Event Coordinator	10/20/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant	10/19/2024 09:00AM - 06:30PM	2.00	EA	28.00	HR	532.00
Security Attendant	10/20/2024 09:00AM - 05:30PM	2.00	EA	28.00	HR	476.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	10/19/2024 09:30AM - 06:30PM	1.00	EA	33.00	HR	297.00
Emergency Medical Services	10/20/2024 09:30AM - 05:30PM	1.00	EA	33.00	HR	264.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**8,957.00**

Summary

Facility Rental Total	$9,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	$11,292.00
Refundable Deposit	$1,500.00
Grand Total:	**$22,667.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$11,333.50
Second Payment	09/18/2024	$11,333.50
Total:		**$22,667.00**

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Ultimate Trade Shows & Events, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Ultimate Trade Shows & Events, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Ultimate Trade Shows & Events, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-123-24**
DATE **July 27, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Variable Speed Solutions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 11, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Variable Speed Solutions - OC Fair

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$722.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Variable Speed Solutions, Inc.
1920 E. Occidental Street
Santa Ana, CA 92705

By:_____Date:_____
Title: Tracy Pavloff, Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Variable Speed Solutions - OC Fair	**Contract No:**	R-123-24
Contact Person:	Tracy Pavloff	**Phone:**	(714) 493-0358
Event Date:	08/11/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	80

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Sunday			
Club OC Plaza Pacifica West	08/11/2024 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM		**Total:**	**500.00**

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Sunday - August 11, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/11/2024	1.00 EA	70.00 EA/DAY	70.00
			Total:	**182.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$222.00
Grand Total:	**$722.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$722.00
	Total:	**$722.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Variable Speed Solutions, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Variable Speed Solutions, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Variable Speed Solutions, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-124-24**
DATE **August 2, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Blue Bowl Superfoods, LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 14, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Blue Bowl - Company Gathering

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$722.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Blue Bowl Superfoods, LLC
4150 McGowen Street, Unit #6
Long Beach, CA 90808

By:_____Date:_____
Title: Ismael Lozano, COO

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Blue Bowl - Company Gathering	**Contract No:**	R-124-24
Contact Person:	Ish Lozano	**Phone:**	(760) 646-6876
Event Date:	08/14/2024	**Hours:**	5:00 PM - 9:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	100

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Club OC Plaza Pacifica West	08/14/2024 05:00 PM - 09:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 9:00 PM Wednesday - August 14, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/14/2024	1.00 EA	70.00 EA/DAY	70.00
			Total:	**182.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$222.00
Grand Total:	**$722.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$722.00
	Total:	**$722.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Blue Bowl Superfoods, LLC must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Blue Bowl Superfoods, LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Blue Bowl Superfoods, LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-125-24**
DATE **August 9, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Newport-Mesa Unified School District** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 16, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

NMUSD College & Career Night

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$31,525.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

By:_____Date:_____
Title: Keith Carmona, Director, Teaching And Learning, Secondary

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	NMUSD College & Career Night	**Contract No:**	R-125-24
Contact Person:	Lisa Snowden	**Phone:**	(714) 424-5031
Event Date:	10/16/2024	**Hours:**	6:00 PM - 8:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	Parking Buyout (See Summary)	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Costa Mesa Building (#10)	10/16/2024 07:00 AM - 06:00 PM	Move In	Included
Huntington Beach Building (#12)	10/16/2024 07:00 AM - 06:00 PM	Move In	Included
Santa Ana Pavilion (Parade of Products)	10/16/2024 07:00 AM - 06:00 PM	Move In	Included
Costa Mesa Building (#10)	10/16/2024 06:00 PM - 08:00 PM	Event	4,750.00
Huntington Beach Building (#12)	10/16/2024 06:00 PM - 08:00 PM	Event	3,750.00
Santa Ana Pavilion (Parade of Products)	10/16/2024 06:00 PM - 08:00 PM	Event	2,350.00
		Total:	**10,850.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Wednesday - October 16, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Usage	Estimate Only	1.00 EA	900.00 EVT	900.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	10/10/2024 - 10/16/2024	1.00 WK	Included	Included
Portable Electronic Message Board	10/16/2024	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	10/16/2024	3.00 EA	75.00 EA/DAY	225.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
			Total:	**2,335.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	33.00 HR	198.00
Grounds Attendant	Estimate 9 Hours	9.00 HR	28.00 HR	252.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Event Day				
Grounds Attendant Lead	10/16/2024 05:00PM - 09:00PM	1.00 EA	33.00 HR	132.00
Grounds Attendant	10/16/2024 05:00PM - 09:00PM	2.00 EA	28.00 HR	224.00
Janitorial Attendant	10/16/2024 05:00PM - 09:00PM	5.00 EA	28.00 HR	560.00
Clean Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	33.00 HR	198.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	28.00 HR	448.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Event Sales & Services				
Event Coordinator	10/16/2024 05:00PM - 09:00PM	1.00 EA	54.50 HR	218.00

EXHIBIT A

Event Information

Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	10/16/2024 05:00PM - 09:00PM	1.00	EA	33.00	HR	132.00
Security Attendant	10/16/2024 05:00PM - 09:00PM	5.00	EA	28.00	HR	560.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	10/16/2024 05:00PM - 09:00PM	2.00	EA	33.00	HR	264.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**4,840.50**

Summary

Facility Rental Total	$10,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	$7,175.50
Parking Buyout *(Based upon 1,000 vehicles at $12.00 each)*	$12,000.00
Refundable Deposit	$1,500.00
Grand Total:	**$31,525.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$15,762.75
Second Payment	09/16/2024	$15,762.75
	Total:	**$31,525.50**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT A

Event Information

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Newport-Mesa Unified School District must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Newport-Mesa Unified School District must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Newport-Mesa Unified School District must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-126-24**
DATE **August 23, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Kastl Amusements** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 10 - 16, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Kastl Camping

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$2,456.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

By_____Date: _____
Title: Kay Kastl, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Kastl Camping	**Contract No:**	R-126-24
Contact Person:	Kay Kastl	**Phone:**	(951) 757-6607
Event Date:	09/10/2024 - 09/16/2024	**Hours:**	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	*See Facility Rental Fees*	**Projected Attendance:**	30

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Units	Rate	Actual
Campground *(Employee Bunkhouse/RV)*	09/10/2024 - 09/16/2024 *(6 Nights)*	6.00 EA	45.00 EA/DAY	1,620.00
			Total:	**1,620.00**

Hosting of this event in the above specified space, Campground, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - September 16, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 7	7.00 EA	20.00 EA	140.00
			Total:	**140.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Electrician	TBD	TBD HR	70.00 HR	TBD
Event Day				
Grounds Attendant	09/10/2024 - 09/16/2024 Estimate 1 Hour Per Day	1.00 HR	28.00 HR	196.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	TBD	TBD HR	70.00 HR	TBD
			Total:	**196.00**

Summary

Facility Rental Total	$1,620.00
Estimated Equipment, Reimbursable Personnel and Services Total	$336.00
Refundable Deposit	$500.00
Grand Total:	**$2,456.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$2,456.00
	Total:	**$2,456.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RESTROOMS

Renter agrees to provide their own restrooms for use by Kastl employees during rental period in the OCFEC Campground. Restrooms must be maintained in a fully hygienic manner at all times throughout the entire occupancy period, and are subject to regular inspection by OCFEC Facilities staff. Failure of Kastl personnel to adhere to strict cleanliness standards while on OCFEC property will be cause for immediate termination of this contract.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Kastl Amusements must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Kastl Amusements must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Kastl Amusements must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-127-24**
DATE **August 23, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Kastl Amusements** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 30 - October 28, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Kastl Camping

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$9,452.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

By_____Date: _____
Title: Kay Kastl, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Kastl Camping	**Contract No:**	R-127-24
Contact Person:	Kay Kastl	**Phone:**	(951) 757-6607
Event Date:	09/30/2024 - 10/28/2024	**Hours:**	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	*See Facility Rental Fees*	**Projected Attendance:**	30

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Units	Rate	Actual
September				
Campground *(Employee Bunkhouse/RV)*	09/30/2024 *(1 Night)*	6.00 EA	45.00 EA/DAY	270.00
October				
Campground *(Employee Bunkhouse/RV)*	10/01/2024 - 10/28/2024 *(27 Nights)*	6.00 EA	45.00 EA/DAY	7,290.00
			Total:	**7,560.00**

Hosting of this event in the above specified space, Campground, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - October 28, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 29	29.00 EA	20.00 EA	580.00
			Total:	**580.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Electrician	TBD	TBD HR	70.00 HR	TBD
Event Day				
Grounds Attendant	09/30/2024 - 10/28/2024 Estimate 1 Hour Per Day	1.00 HR	28.00 HR	812.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	TBD	TBD HR	70.00 HR	TBD
			Total:	**812.00**

Summary

Facility Rental Total	$7,560.00
Estimated Equipment, Reimbursable Personnel and Services Total	$1,392.00
Refundable Deposit	$500.00
Grand Total:	**$9,452.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$9,452.00
	Total:	**$9,452.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

EXHIBIT A

Event Information

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RESTROOMS

Renter agrees to provide their own restrooms for use by Kastl employees during rental period in the OCFEC Campground. Restrooms must be maintained in a fully hygienic manner at all times throughout the entire occupancy period, and are subject to regular inspection by OCFEC Facilities staff. Failure of Kastl personnel to adhere to strict cleanliness standards while on OCFEC property will be cause for immediate termination of this contract.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Kastl Amusements must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Kastl Amusements must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Kastl Amusements must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-128-24**
DATE **August 23, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Boot Barn** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

December 11, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Boot Barn Holiday Party

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$13,667.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Boot Barn
15345 Barranca Parkway
Irvine, CA 92618

By:_____Date:_____
Title: Jamey Booze, VP, HR

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Boot Barn Holiday Party	**Contract No:**	R-128-24
Contact Person:	Nancy Smallen	**Phone:**	(951) 808-2121
Event Date:	12/11/2024	**Hours:**	3:30 PM - 8:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	**Projected Attendance:**	320

Facility Rental Fee

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
The Hangar	12/11/2024 07:00 AM - 03:30 PM	Move In	Included
The Hangar	12/11/2024 03:30 PM - 08:00 PM	Event	3,950.00
		Total:	**3,950.00**

Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Wednesday - December 11, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Portable Electronic Message Board	12/11/2024	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
				Total:		**960.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Day						
Grounds Attendant Lead	12/11/2024 02:30PM - 09:00PM	1.00	EA	33.00	HR	214.50
Grounds Attendant	12/11/2024 02:30PM - 09:00PM	2.00	EA	28.00	HR	364.00
Janitorial Attendant	12/11/2024 02:30PM - 09:00PM	2.00	EA	28.00	HR	364.00
Electrician	12/11/2024 02:30PM - 09:00PM	1.00	EA	70.00	HR	455.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

EXHIBIT A

Event Information

Event Sales & Services						
Event Coordinator	12/11/2024 02:30PM - 09:00PM	1.00	EA	54.50	HR	354.25
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	12/11/2024 02:30PM - 08:30PM	1.00	EA	33.00	HR	198.00
Security Attendant	12/11/2024 02:30PM - 08:30PM	2.00	EA	28.00	HR	336.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services*	TBD	TBD	EA	33.00	HR	TBD
Sound Engineer	12/11/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Emergency Medical Services are required by OCFEC if attendance is 500 or greater.*

Total: 5,337.25

Summary

Facility Rental Total	$3,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	$6,297.25
Parking Buyout *(Based upon 160 vehicles at $12.00 each)* **	$1,920.00
Refundable Deposit	$1,500.00

Grand Total: $13,667.25

***A physical count of vehicles will be conducted on the day of the event and will be charged accordingly on the final event settlement.*

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment (25% Facility Fee)	*Upon Signing*	$987.50
Second Payment	10/11/2024	$6,340.00
Third Payment	11/12/2024	$6,339.75

Total: $13,667.25

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

EXHIBIT A

Event Information

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Boot Barn must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Boot Barn must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Boot Barn must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-129-24**
DATE **September 7, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

November 15 - 17, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

LCWW Cat Extravaganza

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$23,941.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide
25708 Boysen Berry Avenue
Englewood, FL 34223

By:_____Date:_____
Title: Steven Meserve, Founder

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	LCWW Cat Extravaganza	**Contract No:**	R-129-24
Contact Person:	Steven Meserve	**Phone:**	+44 (777) 528-1586
Event Date:	11/16/2024 - 11/17/2024	**Hours:**	Saturday & Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Costa Mesa Building (#10)	11/15/2024 08:00 AM - 05:00 PM	Move In	2,375.00
Saturday			
Costa Mesa Building (#10)	11/16/2024 10:00 AM - 04:00 PM	Event	4,750.00
Sunday			
Costa Mesa Building (#10)	11/17/2024 10:00 AM - 04:00 PM	Event	4,750.00
		Total:	**11,875.00**

Hosting of this event in the above specified space, Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - November 17, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	11/11/2024 - 11/17/2024	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	11/16/2024 - 11/17/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	11/16/2024 - 11/17/2024	1.00 EA	75.00 EA/DAY	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Microphone	Estimate 1	1.00 EA	50.00 EA	50.00
			Total:	**1,685.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	33.00 HR	264.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	28.00 HR	280.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
Event Day				
Grounds Attendant Lead	11/16/2024 09:00AM - 05:00PM	1.00 EA	33.00 HR	264.00
Grounds Attendant	11/16/2024 09:00AM - 05:00PM	2.00 EA	28.00 HR	448.00

EXHIBIT A

Event Information

Janitorial Attendant	11/16/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00
Electrician	TBD	TBD	EA	70.00	HR	TBD
Grounds Attendant Lead	11/17/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	11/17/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	11/17/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00
Electrician	TBD	TBD	EA	70.00	HR	TBD
Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Sales & Services						
Event Coordinator	11/16/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	11/17/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	11/16/2024 09:00AM - 04:30PM	1.00	EA	33.00	HR	247.50
Security Attendant	11/16/2024 09:00AM - 04:30PM	3.00	EA	28.00	HR	630.00
Security Attendant Lead	11/17/2024 09:00AM - 04:30PM	1.00	EA	33.00	HR	247.50
Security Attendant	11/17/2024 09:00AM - 04:30PM	3.00	EA	28.00	HR	630.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/16/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
Emergency Medical Services	11/17/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**8,881.50**

Summary

Facility Rental Total	$11,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	$10,566.50
Refundable Deposit	$1,500.00
Grand Total:	**$23,941.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$11,970.75
Second Payment	10/17/2024	$11,970.75
	Total:	**$23,941.50**

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-130-24**
DATE **August 23, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **FJS Productions dba The Great Junk Hunt** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 31 - November 2, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The Great Junk Hunt

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$56,577.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

FJS Productions dba The Great Junk Hunt
4119 Palidades Place West
University Place, WA 98466

By:_____Date:_____
Title: J.T. Albers, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	The Great Junk Hunt	**Contract No:**	R-130-24
Contact Person:	J.T. Albers	**Phone:**	(253) 227-1981
Event Date:	11/01/2024 - 11/02/2024	**Hours:**	Friday: 4:00 PM - 9:00 PM
			Saturday: 9:00 AM - 4:00 PM
Admission Price:	$10.00 - $20.00		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	8,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Anaheim Building (#16)	10/31/2024 02:00 PM - 05:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	10/31/2024 02:00 PM - 05:00 PM	Move In	1,675.00
OC Promenade (Span)	10/31/2024 02:00 PM - 05:00 PM	Move In	1,325.00
The Hangar	10/31/2024 02:00 PM - 05:00 PM	Move In	1,975.00
Friday			
Anaheim Building (#16)	11/01/2024 04:00 PM - 09:00 PM	Event	2,650.00
Los Alamitos Building (#14)	11/01/2024 04:00 PM - 09:00 PM	Event	3,350.00
OC Promenade (Span)	11/01/2024 04:00 PM - 09:00 PM	Event	2,650.00
The Hangar	11/01/2024 04:00 PM - 09:00 PM	Event	3,950.00
Saturday			
Anaheim Building (#16)	11/02/2024 09:00 AM - 04:00 PM	Event	2,650.00
Los Alamitos Building (#14)	11/02/2024 09:00 AM - 04:00 PM	Event	3,350.00
OC Promenade (Span)	11/02/2024 09:00 AM - 04:00 PM	Event	2,650.00
The Hangar	11/02/2024 09:00 AM - 04:00 PM	Event	3,950.00
Anaheim Building (#16)	11/02/2024 04:00 PM - 11:59 PM	Move Out	No Charge
Los Alamitos Building (#14)	11/02/2024 04:00 PM - 11:59 PM	Move Out	No Charge
OC Promenade (Span)	11/02/2024 04:00 PM - 11:59 PM	Move Out	No Charge
The Hangar	11/02/2024 04:00 PM - 11:59 PM	Move Out	No Charge
		Total:	**31,500.00**

Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building, OC Promenade and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - November 2, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade (Plastic)	Estimate 10	10.00 EA	15.00 EA	150.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 34	34.00 EA	20.00 EA	680.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Hang Tag - 2 Day	TBD	TBD EA	12.00 EA	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	10/27/2024 - 11/02/2024	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 30	30.00 EA	15.00 EA	450.00
Portable Electronic Message Board	11/01/2024 - 11/02/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	11/01/2024 - 11/02/2024	4.00 EA	75.00 EA/DAY	600.00

EXHIBIT A

Event Information

Stanchion	Estimate 40	40.00	EA	5.00	EA	200.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Umbrella w/Stand	Estimate 30	30.00	EA	15.00	EA	450.00
				Total:		**6,260.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Day						
Grounds Attendant Lead	11/01/2024 03:00PM - 10:00PM	1.00	EA	33.00	HR	231.00
Grounds Attendant	11/01/2024 03:00PM - 10:00PM	6.00	EA	28.00	HR	1,176.00
Janitorial Attendant Lead	11/01/2024 03:00PM - 10:00PM	1.00	EA	33.00	HR	231.00
Janitorial Attendant	11/01/2024 03:00PM - 10:00PM	7.00	EA	28.00	HR	1,372.00
Electrician	TBD	TBD	EA	70.00	HR	TBD
Grounds Attendant Lead	11/02/2024 08:00AM - 05:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	11/02/2024 08:00AM - 05:00PM	6.00	EA	28.00	HR	1,512.00
Janitorial Attendant Lead	11/02/2024 08:00AM - 05:00PM	1.00	EA	33.00	HR	297.00
Janitorial Attendant	11/02/2024 08:00AM - 05:00PM	7.00	EA	28.00	HR	1,764.00
Electrician	TBD	TBD	EA	70.00	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Sales & Services						
Event Coordinator	11/01/2024 03:00PM - 10:00PM	1.00	EA	54.50	HR	381.50
Event Coordinator	11/02/2024 08:00AM - 05:00PM	1.00	EA	54.50	HR	490.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	11/01/2024 03:00PM - 09:30PM	1.00	EA	33.00	HR	214.50
Security Attendant	11/01/2024 03:00PM - 09:30PM	9.00	EA	28.00	HR	1,638.00
Security Attendant Lead	11/02/2024 08:00AM - 04:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	11/02/2024 08:00AM - 04:30PM	9.00	EA	28.00	HR	2,142.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/01/2024 03:30PM - 09:30PM	2.00	EA	33.00	HR	396.00

EXHIBIT A

Event Information

Emergency Medical Services	11/02/2024 08:30AM - 04:30PM	2.00	EA	33.00	HR	528.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**17,317.50**

Summary

Facility Rental Total	$31,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$23,577.50
Refundable Deposit	$1,500.00
Grand Total:	**$56,577.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$28,288.75
Second Payment	10/02/2024	$28,288.75
	Total:	**$56,577.50**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

EXHIBIT A

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, FJS Productions dba The Great Junk Hunt must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. FJS Productions dba The Great Junk Hunt must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, FJS Productions dba The Great Junk Hunt must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-049-24 REVISED**
DATE **September 5, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **James R. Glidewell Dental Ceramics, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

December 10 - 14, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property caused by Renter, its invitees, or contractors, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Glidewell Holiday Party

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$77,670.75

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises, provided that any amount paid by Renter to the Association pursuant to this Agreement is refunded to Renter.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities,

failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

James R. Glidewell Dental Ceramics, Inc.
4141 MacArthur Boulevard
Newport Beach, CA 92660

By:_____Date:_____
Title: Glenn Sasaki, Chief Financial Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Glidewell Holiday Party	**Contract No:**	R-049-24 REVISED
Contact Person:	Joelle Fegan	**Phone:**	(831) 214-2499
Event Date:	12/13/2024	**Hours:**	5:00 PM - 10:30 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	**Projected Attendance:**	4,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday			
Costa Mesa Building (#10)	12/10/2024 08:00 AM - 11:59 PM	Move In	2,375.00
Huntington Beach Building (#12)	12/10/2024 08:00 AM - 11:59 PM	Move In	1,875.00
Wednesday			
Costa Mesa Building (#10)	12/11/2024 08:00 AM - 11:59 PM	Move In	2,375.00
Huntington Beach Building (#12)	12/11/2024 08:00 AM - 11:59 PM	Move In	1,875.00
Thursday			
Costa Mesa Building (#10)	12/12/2024 08:00 AM - 11:59 PM	Move In	2,375.00
Huntington Beach Building (#12)	12/12/2024 08:00 AM - 11:00 PM	Move In	1,875.00
Friday			
Costa Mesa Building (#10)	12/13/2024 05:00 PM - 10:30 PM	Event	4,750.00
Courtyard	12/13/2024 05:00 PM - 10:30 PM	Event	1,000.00
Huntington Beach Building (#12)	12/13/2024 05:00 PM - 10:30 PM	Event	3,750.00
Santa Ana Pavilion (Parade of Products)	12/13/2024 05:00 PM - 10:30 PM	Event	2,350.00
Saturday			
Costa Mesa Building (#10)	12/14/2024 08:00 AM - 11:59 PM	Move Out	2,375.00
Courtyard	12/14/2024 08:00 AM - 11:59 PM	Move Out	500.00
Huntington Beach Building (#12)	12/14/2024 08:00 AM - 11:59 PM	Move Out	1,875.00
Santa Ana Pavilion (Parade of Products)	12/14/2024 08:00 AM - 11:59 PM	Move Out	1,175.00
		Total:	**30,525.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, Courtyard, Huntington Beach Building, and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - December 14, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
25 MB Internet - Hard Line	12/13/2024	1.00	EA	250.00	EA/DAY	250.00
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
400 Amp Drop	Estimate 1	1.00	EA	720.00	EA	720.00
40 Yard Dumpster	Estimate 2	2.00	EA	234.00	EA	468.00
Coroplast Sheets	Estimate 60	60.00	EA	5.00	EA	300.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 11	11.00	EA	55.00	EA	605.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,850.00	EVT	1,850.00
Forklift	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Forklift (40 Yard Dumpster)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Gaffers Tape	Estimate 15	15.00	EA	35.00	EA	525.00
Portable Electronic Message Board	12/13/2024	2.00	EA	75.00	EA/DAY	150.00

EXHIBIT A

Event Information

Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00	TON	90.00	TON	540.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
					Total:	**9,138.00**

Reimbursable Personnel and Services Fees

Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Day						
Grounds Attendant Lead	12/15/2024 04:00PM - 11:30PM	1.00	EA	33.00	HR	247.50
Grounds Attendant	12/15/2024 04:00PM - 11:30PM	5.00	EA	28.00	HR	1,050.00
Janitorial Attendant	12/15/2024 04:00PM - 11:30PM	12.00	EA	28.00	HR	2,520.00
Electrician	12/15/2024 04:00PM - 11:30PM	1.00	EA	70.00	HR	525.00
Clean Up						
Grounds Attendant Lead	Estimate 9 Hours	9.00	HR	33.00	HR	297.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	28.00	HR	1,120.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Event Sales & Services						
Event Coordinator	12/15/2024 04:00PM - 11:30PM	1.00	EA	54.50	HR	408.75
Parking						
Parking Attendant Lead	Estimate 7 Hours	7.00	HR	33.00	HR	231.00
Parking Attendant	Estimate 25 Hours	25.00	HR	28.00	HR	700.00
Safety & Security						
Security Attendant Lead	12/15/2024 04:00PM - 11:00PM	1.00	EA	33.00	HR	231.00
Technology						
Technology Attendant (Sound Monitor)	TBD	TBD	EA	54.50	HR	TBD
Outside Services						
Emergency Medical Services	12/15/2024 04:30PM - 11:00PM	2.00	EA	33.00	HR	429.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**11,507.75**

Summary

Facility Rental Total	$30,525.00
Estimated Equipment, Reimbursable Personnel and Services Total	$20,645.75
Parking Buyout *(Based upon 2,000 vehicles at $12.00 each; 2023 Actual = 2,946 Vehicles)*	$24,000.00
Refundable Deposit	$2,500.00
Grand Total:	**$77,670.75**

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$25,890.25
Second Payment	10/10/2024	$25,890.25
Third Payment	11/12/2024	$25,890.25
	Total:	**$77,670.75**

Please Remit Payment in *Check Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

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All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

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OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

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Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

FUTURE PARKING BUYOUT TERMS

Event Coordinator will work with Renter to create physical parking passes to be collected from attendees during the 2024 Glidewell Holiday Party. A final count of these passes will be conducted at the conclusion of the event and be included in the event settlement. Accordingly, this count will become the basis for parking buyout terms in the 2025 Glidewell Holiday Party rental agreement.

EXHIBIT A

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, James R. Glidewell Dental Ceramics, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. James R. Glidewell Dental Ceramics, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, James R. Glidewell Dental Ceramics, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-083-24 REVISED**
DATE **September 5, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Orange County LGBT Pride dba OC Pride** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 4 - 6, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Pride Festival 2024

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$93,038.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” “I” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Orange County LGBT Pride dba OC Pride
2321 E 4th Street C619
Santa Ana, CA 92705

By:_____Date:_____
Title: Kimberly Sauvageau, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Pride Festival 2024	**Contract No:**	R-083-24 REVISED
Contact Person:	Kim Sauvageau	**Phone:**	(714) 791-8260
Event Date:	10/05/2024	**Hours:**	Parade: 11:00 AM - 12:00 PM Festival: 12:00 PM - 10:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	10,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Anaheim Building (#16)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,325.00
Costa Mesa Building (#10)	10/04/2024 07:00 AM - 05:00 PM	Move In	2,375.00
Main Mall	10/04/2024 07:00 AM - 05:00 PM	Move In	950.00
OC Promenade (Span)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,325.00
Santa Ana Pavilion (Parade of Products)	10/04/2024 07:00 AM - 05:00 PM	Move In	1,175.00
The Hangar	10/04/2024 07:00 AM - 05:00 PM	Move In	1,975.00
Saturday			
¼ Parking Lot B (Parade Route)	10/05/2024 11:00 AM - 12:00 PM	Event	550.00
¼ Parking Lot D (Parade Route)	10/05/2024 11:00 AM - 12:00 PM	Event	550.00
¼ Parking Lot E (Parade Route)	10/05/2024 11:00 AM - 12:00 PM	Event	550.00
Anaheim Building (#16)	10/05/2024 12:00 PM - 10:00 PM	Event	2,650.00
Costa Mesa Building (#10)	10/05/2024 12:00 PM - 10:00 PM	Event	4,750.00
Main Mall	10/05/2024 12:00 PM - 10:00 PM	Event	1,900.00
OC Promenade (Span)	10/05/2024 12:00 PM - 10:00 PM	Event	2,650.00
Santa Ana Pavilion (Parade of Products)	10/05/2024 12:00 PM - 10:00 PM	Event	2,350.00
The Hangar	10/05/2024 12:00 PM - 10:00 PM	Event	3,950.00
Sunday			
Anaheim Building (#16)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	10/06/2024 06:00 AM - 12:00 PM	Move Out	No Charge
		Total:	**29,025.00**

Hosting of this event in the above specified spaces, Anaheim Building, Costa Mesa Building, Main Mall, OC Promenade, Santa Ana Pavilion and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 12:00 PM Sunday - October 6, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
200 Amp Drop	Estimate 4	4.00 EA	360.00 EA	1,440.00
Barricade (Metal)	Estimate 40	40.00 EA	15.00 EA	600.00
Barricade (Metal - Parade)	Estimate 100	100.00 EA	15.00 EA	1,500.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD

EXHIBIT A

Event Information

Dumpster	Estimate 35	35.00	EA	20.00	EA	700.00
Electrical Splitter Box	Estimate 25	25.00	EA	55.00	EA	1,375.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,400.00	EVT	2,400.00
EVOLV - Weapon Detection System	10/05/2024	1.00	EA	800.00	EA/DAY	800.00
Forklift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Forklift (Parade)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Man Lift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Marquee Board	09/08/2024 - 10/05/2024	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Portable Electronic Message Board	10/05/2024	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Stanchion	Estimate 40	40.00	EA	5.00	EA	200.00
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
				Total:		**14,725.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	33.00	HR	495.00
Grounds Attendant	Estimate 45 Hours	45.00	HR	28.00	HR	1,260.00
Janitorial Attendant	Estimate 30 Hours	30.00	HR	28.00	HR	840.00
Electrician	Estimate 35 Hours	35.00	HR	70.00	HR	2,450.00
Event Day						
Grounds Attendant Lead	10/05/2024 11:00AM - 11:00PM	1.00	EA	33.00	HR	396.00
Grounds Attendant	10/05/2024 11:00AM - 11:00PM	7.00	EA	28.00	HR	2,352.00
Janitorial Attendant Lead	10/05/2024 11:00AM - 11:00PM	1.00	EA	33.00	HR	396.00
Janitorial Attendant	10/05/2024 09:00AM - 11:00PM	2.00	EA	28.00	HR	784.00
Janitorial Attendant	10/05/2024 11:00AM - 11:00PM	15.00	EA	28.00	HR	5,040.00
Electrician	10/05/2024 11:00AM - 11:00PM	1.00	EA	70.00	HR	840.00
Plumber	10/05/2024 11:00AM - 11:00PM	1.00	EA	70.00	HR	840.00
Clean Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	33.00	HR	495.00
Grounds Attendant	Estimate 45 Hours	45.00	HR	28.00	HR	1,260.00
Janitorial Attendant	Estimate 30 Hours	30.00	HR	28.00	HR	840.00
Electrician	Estimate 35 Hours	35.00	HR	70.00	HR	2,450.00
Event Sales & Services						
Event Coordinator	10/05/2024 11:00AM - 11:00PM	1.00	EA	54.50	HR	654.00
Parking						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	33.00	HR	528.00
Parking Attendant	Estimate 32 Hours	32.00	HR	28.00	HR	896.00
Safety & Security						
Security Attendant - Overnight	10/04/2024 05:00PM - 10:00AM	2.00	EA	28.00	HR	952.00

EXHIBIT A

Event Information						
Security Attendant Lead*	10/05/2024 11:00AM - 10:30PM	2.00	EA	33.00	HR	759.00
Security Attendant - Parade*	10/05/2024 09:00AM - 12:00PM	8.00	EA	28.00	HR	672.00
Security Attendant*	10/05/2024 11:00AM - 10:30PM	12.00	EA	28.00	HR	3,864.00
Security Attendant - EVOLV*	10/05/2024 11:00AM - 10:30PM	5.00	EA	28.00	HR	1,610.00

**Security staffing is tentative and subject to change based upon discussions between OCFEC and public agencies.*

Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Technology Attendant	TBD	TBD	EA	54.50	HR	TBD
Outside Services						
Emergency Medical Services	TBD	TBD	EA	33.00	HR	TBD
Orange County Sheriff Services	10/05/2024 Estimate Only	1.00	EA	10,000.00	EVT	10,000.00
Sound Engineer	10/05/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
					Total:	**44,288.00**

Summary

Facility Rental Total	$29,025.00
Estimated Equipment, Reimbursable Personnel and Services Total	$59,013.00
Refundable Deposit	$5,000.00
Grand Total:	**$93,038.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$93,038.00
	Total:	**$93,038.00**

Please Remit Payment in *Check or Credit Card Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

BANNERS

All banner sizes and locations must be approved by OCFEC. See OCFEC Signage Guide.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement

EMERGENCY MEDICAL SERVICES

Orange County LGBT Pride dba OC Pride will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon Orange County LGBT Pride dba OC Pride providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars ($1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until half (1/2) hour after the event session concludes.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

GLASS

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coodinator for details.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

EXHIBIT A

Event Information

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Orange County LGBT Pride dba OC Pride must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County LGBT Pride dba OC Pride must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Orange County LGBT Pride dba OC Pride must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-094-24 REVISED**
DATE **August 14, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **California Online Public Schools** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

October 2, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

California Connections Academy Fall Festival

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$18,675.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” “I” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675

By:_____Date:_____
Title: Richie Romero, Interim Superintendent

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	California Connections Academy Fall Festival	**Contract No:**	R-094-24 REVISED
Contact Person:	Kimberley Benumof	**Phone:**	(949) 328-6460
Event Date:	10/02/2024	**Hours:**	10:00 AM - 2:00 PM
Admission Price:	No Charge (Private Event)		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	1,200

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Country Meadows	10/02/2024 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	10/02/2024 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	10/02/2024 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	10/02/2024 10:00 AM - 02:00 PM	Event	2,100.00
Huntington Beach Building (#12)	10/02/2024 10:00 AM - 02:00 PM	Event	3,750.00
Santa Ana Pavilion (Parade of Products)	10/02/2024 10:00 AM - 02:00 PM	Event	2,350.00
		Total:	**8,200.00**

Hosting of this event in the above specified spaces, Country Meadows, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Wednesday - October 2, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
10 MB Internet - Hard Line	10/02/2024	2.00	EA	150.00	EA/DAY	300.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 172	172.00	EA	2.50	EA	430.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	375.00	EVT	375.00
Forklift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Hang Tag - 1 Day	Estimate 190	190.00	EA	6.00	EA	1,140.00
Picnic Table (Rectangular & Round)	Estimate 48	48.00	EA	15.00	EA	720.00
Portable Electronic Message Board	10/02/2024	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
					Total:	**4,640.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Day						
Grounds Attendant Lead	10/02/2024 09:00AM - 03:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	10/02/2024 09:00AM - 03:00PM	1.00	EA	28.00	HR	168.00
Janitorial Attendant	10/02/2024 09:00AM - 03:00PM	4.00	EA	28.00	HR	672.00

EXHIBIT A

Event Information

Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
Event Sales & Services						
Event Coordinator	10/02/2024 09:00AM - 03:00PM	1.00	EA	54.50	HR	327.00
Parking						
Parking Attendant	Estimate 5 Hours	5.00	HR	28.00	HR	140.00
Safety & Security						
Security Attendant Lead	10/02/2024 09:00AM - 02:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	10/02/2024 09:00AM - 02:30PM	2.00	EA	28.00	HR	308.00
Security Attendant (Bag Check)	10/02/2024 09:00AM - 02:30PM	3.00	EA	28.00	HR	462.00
Outside Services						
Emergency Medical Services	10/02/2024 09:30AM - 02:30PM	2.00	EA	33.00	HR	330.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**4,335.00**

Summary

Facility Rental Total	$8,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	$8,975.00
Refundable Deposit	$1,500.00
Grand Total:	**$18,675.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$9,337.50
Second Payment	09/03/2024	$9,337.50
	Total:	**$18,675.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only OVG Hospitality, the OCFEC Master Concessionaire shall serve alcoholic beverages on OCFEC property.

EXHIBIT A

Event Information

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

OUTSIDE FOOD & BEVERAGE

OVG Hospitality agrees to allow California Online Public Schools attendees to bring in outside food and beverage. Glass bottles brought on the grounds by attendees is strictly prohibited. OVG Hospitality will have concessions food and beverage services available for attendees.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products.

EXHIBIT A

Event Information

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, California Online Public Schools must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. California Online Public Schools must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, California Online Public Schools must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-095-24 REVISED**
DATE **August 3, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **OCreate LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

September 13 - 15, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Maker Faire Orange County

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$39,465.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

OCreate LLC
1038 E Bastanchury Road #124
Fullerton, CA 92835

By:_____Date:_____
Title: Ethan Coulter, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Maker Faire Orange County	**Contract No:**	R-095-24 REVISED
Contact Person:	Ethan Coulter	**Phone:**	(505) 504-8770
Event Date:	09/14/2024 - 09/15/2024	**Hours:**	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	2,500

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Costa Mesa Building (#10)	09/13/2024 10:00 AM - 08:00 PM	Move In	2,375.00
Park Plaza	09/13/2024 10:00 AM - 08:00 PM	Move In	850.00
Saturday			
Costa Mesa Building (#10)	09/14/2024 10:00 AM - 05:00 PM	Event	4,750.00
Park Plaza	09/14/2024 10:00 AM - 05:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	09/15/2024 10:00 AM - 04:00 PM	Event	4,750.00
Park Plaza	09/15/2024 10:00 AM - 04:00 PM	Event	1,700.00
		Total:	**16,125.00**

Hosting of this event in the above specified spaces, Costa Mesa Building and Park Plaza, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - September 15, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	TBD	TBD	EA	200.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	Estimate 7	7.00	EA	55.00	EA	385.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,550.00	EVT	1,550.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Man Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board	09/09/2024 - 09/15/2024	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 8	8.00	EA	15.00	EA	120.00
Portable Electronic Message Board	09/14/2024 - 09/15/2024	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Umbrella w/Stand	Estimate 8	8.00	EA	15.00	EA	120.00
					Total:	**3,750.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00

EXHIBIT A

Event Information

Event Day						
Grounds Attendant Lead	09/14/2024 09:00AM - 06:00PM	1.00	EA	33.00	HR	297.00
Grounds Attendant	09/14/2024 09:00AM - 06:00PM	3.00	EA	28.00	HR	756.00
Janitorial Attendant	09/14/2024 09:00AM - 06:00PM	5.00	EA	28.00	HR	1,260.00
Electrician	09/14/2024 09:00AM - 06:00PM	1.00	EA	70.00	HR	630.00
Grounds Attendant Lead	09/15/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	09/15/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	09/15/2024 09:00AM - 05:00PM	5.00	EA	28.00	HR	1,120.00
Electrician	09/15/2024 09:00AM - 05:00PM	1.00	EA	70.00	HR	560.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 18 Hours	18.00	HR	28.00	HR	504.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00
Event Sales & Services						
Event Coordinator	09/14/2024 09:00AM - 06:00PM	1.00	EA	54.50	HR	490.50
Event Coordinator	09/15/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant Lead	09/14/2024 09:00AM - 05:30PM	1.00	EA	33.00	HR	280.50
Security Attendant	09/14/2024 09:00AM - 05:30PM	12.00	EA	28.00	HR	2,856.00
Security Attendant Lead	09/15/2024 09:00AM - 04:30PM	1.00	EA	33.00	HR	247.50
Security Attendant	09/15/2024 09:00AM - 04:30PM	12.00	EA	28.00	HR	2,520.00

**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	09/14/2024 09:30AM - 05:30PM	2.00	EA	33.00	HR	528.00
Emergency Medical Services	09/15/2024 09:30AM - 04:30PM	2.00	EA	33.00	HR	462.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**17,590.00**

Summary

Facility Rental Total	$16,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	$21,340.00
Refundable Deposit	$2,000.00
Grand Total:	**$39,465.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$19,732.50
Second Payment	08/13/2024	$19,732.50
	Total:	**$39,465.00**

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, OCreate LLC must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. OCreate LLC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, OCreate LLC must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-096-24 REVISED**
DATE **June 18, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Golden Star Technology, Inc dba GST** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 28, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

GST Family Outing OC Fair

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Golden Star Technology, Inc dba GST
12881 166th Street
Cerritos, CA 90703

By:_____Date:_____
Title: Irene Liang, Office Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	GST Family Outing OC Fair	**Contract No:**	R-096-24 REVISED
Contact Person:	Irene Liang	**Phone:**	(562) 345-8757
Event Date:	07/28/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	300

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Sunday			
Club OC Plaza Pacifica West	07/28/2024 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM		**Total:**	**500.00**

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Sunday - July 28, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/28/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Golden Star Technology, Inc dba GST must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Golden Star Technology, Inc dba GST must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Golden Star Technology, Inc dba GST must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-097-24 REVISED**
DATE **June 18, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Evolus** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 21, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Evolus Fair Day

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$1,419.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Evolus
520 Newport Center Drive, Ste 1200
Newport Beach, CA 92660

By:_____Date:_____
Title: Jessica Novak, SVP of HR

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Evolus Fair Day	**Contract No:**	R-097-24 REVISED
Contact Person:	Lauren Talbott	**Phone:**	(949) 500-1594
Event Date:	07/21/2024	**Hours:**	11:00 AM - 9:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	300

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Sunday			
Club OC Plaza Pacifica West	07/21/2024 11:00 AM - 03:00 PM	Event	500.00
Club OC Plaza Pacifica West	07/21/2024 05:00 PM - 09:00 PM	Event	500.00
		Total:	**1,000.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Guests from first session must leave by 3:00 PM Sunday - July 21, 2024.
Move out must be completed by 9:00 PM Sunday - July 21, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
			Total:	**80.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	28.00 HR	112.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	28.00 HR	112.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/21/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**339.00**

Summary

Facility Rental Total	$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	$419.00
Grand Total:	**$1,419.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$1,419.00
	Total:	**$1,419.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Evolus must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Evolus must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Evolus must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-102-24 REVISED**
DATE **June 18, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **KPFF, Inc. dba KPFF Consulting Engineers** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 20, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

KPFF Summer Party

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

KPFF, Inc. dba KPFF Consulting Engineers
18400 Von Karman Avenue, Suite 600
Irvine, CA 92612

By:_____Date:_____
Title: William H. Thorpe, Managing Principal

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	KPFF Summer Party	**Contract No:**	R-102-24 REVISED
Contact Person:	Sharlene DeWitt	**Phone:**	(562) 417-3063
Event Date:	07/20/2024	**Hours:**	5:00 PM - 9:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	300

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Saturday			
Club OC Plaza Pacifica West	07/20/2024 05:00 PM - 09:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 9:00 PM Saturday - July 20, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/20/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, KPFF, Inc. dba KPFF Consulting Engineers must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. KPFF, Inc. dba KPFF Consulting Engineers must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, KPFF, Inc. dba KPFF Consulting Engineers must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-104-24 REVISED**
DATE **August 14, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Micromobility Industries** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

November 12 - 15, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Micromobility America

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$42,547.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Micromobility Industries
1108 Eolus Avenue
Encinitas, CA 92024

By:_____Date:_____
Title: James Gross, CEO

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Micromobility America	**Contract No:**	R-104-24 REVISED
Contact Person:	James Gross	**Phone:**	(510) 219-7358
Event Date:	11/14/2024 - 11/15/2024	**Hours:**	Thursday: 8:30 AM - 5:00 PM
			Friday: 8:30 AM - 1:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	1,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday			
Los Alamitos Building (#14)	11/12/2024 06:00 AM - 06:00 PM	Move In	1,675.00
Wednesday			
Los Alamitos Building (#14)	11/13/2024 06:00 AM - 06:00 PM	Move In	1,675.00
OC Promenade (Span)	11/13/2024 06:00 AM - 06:00 PM	Move In	1,325.00
Parking Lot I	11/13/2024 06:00 AM - 06:00 PM	Move In	1,100.00
Thursday			
Los Alamitos Building (#14)	11/14/2024 08:30 AM - 05:00 PM	Event	3,350.00
OC Promenade (Span)	11/14/2024 08:30 AM - 05:00 PM	Event	2,650.00
Parking Lot I	11/14/2024 08:30 AM - 05:00 PM	Event	2,200.00
Friday			
Los Alamitos Building (#14)	11/15/2024 08:30 AM - 01:00 PM	Event	3,350.00
OC Promenade (Span)	11/15/2024 08:30 AM - 01:00 PM	Event	2,650.00
Parking Lot I	11/15/2024 08:30 AM - 01:00 PM	Event	2,200.00
		Total:	**22,175.00**

Hosting of this event in the above specified spaces, Los Alamitos Building, OC Promenade and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Friday - November 15, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop	Estimate 2	2.00 EA	360.00 EA	720.00
Barricade (Plastic)	Estimate 15	15.00 EA	15.00 EA	225.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 20	20.00 EA	20.00 EA	400.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	11/14/2024 - 11/15/2024	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
			Total:	**4,250.00**

EXHIBIT A

Event Information

Reimbursable Personnel and Services Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	28.00	HR	672.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00
Event Day						
Grounds Attendant Lead	11/14/2024 07:30AM - 06:00PM	1.00	EA	33.00	HR	346.50
Grounds Attendant	11/14/2024 07:30AM - 06:00PM	2.00	EA	28.00	HR	588.00
Janitorial Attendant	11/14/2024 07:30AM - 06:00PM	4.00	EA	28.00	HR	1,176.00
Electrician	11/14/2024 07:30AM - 06:00PM	1.00	EA	70.00	HR	735.00
Grounds Attendant Lead	11/15/2024 07:30AM - 02:00PM	1.00	EA	33.00	HR	214.50
Grounds Attendant	11/15/2024 07:30AM - 02:00PM	2.00	EA	28.00	HR	364.00
Janitorial Attendant	11/15/2024 07:30AM - 02:00PM	4.00	EA	28.00	HR	728.00
Electrician	11/15/2024 07:30AM - 02:00PM	1.00	EA	70.00	HR	455.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 6 Hours	6.00	HR	70.00	HR	420.00
Event Sales & Services						
Event Coordinator	11/14/2024 07:30AM - 06:00PM	1.00	EA	54.50	HR	572.25
Event Coordinator	11/15/2024 07:30AM - 02:00PM	1.00	EA	54.50	HR	354.25
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant - Overnight	11/13/2024 06:00PM - 06:00AM	1.00	EA	28.00	HR	336.00
Security Attendant Lead	11/14/2024 07:30AM - 05:30PM	1.00	EA	33.00	HR	330.00
Security Attendant	11/14/2024 07:30AM - 05:30PM	5.00	EA	28.00	HR	1,400.00
Security Attendant - Overnight	11/14/2024 05:00PM - 07:00AM	1.00	EA	28.00	HR	392.00
Security Attendant Lead	11/15/2024 07:30AM - 01:30PM	1.00	EA	33.00	HR	198.00
Security Attendant	11/15/2024 07:30AM - 01:30PM	5.00	EA	28.00	HR	840.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/14/2024 08:00AM - 05:30PM	2.00	EA	33.00	HR	627.00
Emergency Medical Services	11/15/2024 08:00AM - 01:30PM	2.00	EA	33.00	HR	363.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		**14,622.00**

EXHIBIT A

Event Information

Summary

Facility Rental Total	$22,175.00
Estimated Equipment, Reimbursable Personnel and Services Total	$18,872.00
Refundable Deposit	$1,500.00
Grand Total:	**$42,547.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment - (*25% Facility Fee*)	*Upon Signing*	$5,543.75
Second Payment	09/12/2024	$18,501.75
Third Payment	10/11/2024	$18,501.50
	Total:	**$42,547.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Micromobility Industries must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Micromobility Industries must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Micromobility Industries must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

AGREEMENT NO. **R-108-24 REVISED**
DATE **August 19, 2024**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Shoreline Dog Fanciers Association** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 29 - September 1, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Shoreline Dog Fanciers Association

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$59,686.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” “F” and “T” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force

Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Shoreline Dog Fanciers Association
14306 Holt Avenue
North Tustin, CA 92705

By_____Date: _____
Title: Kathy Webster, Show Chair

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____
Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Shoreline Dog Fanciers Association	**Contract No:**	R-108-24 REVISED
Contact Person:	Kathy Webster	**Phone:**	(714) 454-6708
Event Dates:	08/30/2024 - 09/01/2024	**Hours:**	Friday - Sunday: 8:00 AM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	$12.00 General Parking	**Projected Attendance:**	3,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Anaheim Building (#16)	08/29/2024 10:00 AM - 10:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	08/29/2024 10:00 AM - 10:00 PM	Move In	1,375.00*
OC Promenade (Span)	08/29/2024 10:00 AM - 10:00 PM	Move In	1,000.00*
Friday			
Anaheim Building (#16)	08/30/2024 08:00 AM - 05:00 PM	Event	2,650.00
Los Alamitos Building (#14)	08/30/2024 08:00 AM - 05:00 PM	Event	2,750.00*
OC Promenade (Span)	08/30/2024 08:00 AM - 05:00 PM	Event	2,000.00*
Saturday			
Anaheim Building (#16)	08/31/2024 08:00 AM - 05:00 PM	Event	2,650.00
Los Alamitos Building (#14)	08/31/2024 08:00 AM - 05:00 PM	Event	2,750.00*
OC Promenade (Span)	08/31/2024 08:00 AM - 05:00 PM	Event	2,000.00*
Sunday			
Anaheim Building (#16)	09/01/2024 08:00 AM - 05:00 PM	Event	2,650.00
Los Alamitos Building (#14)	09/01/2024 08:00 AM - 05:00 PM	Event	2,750.00*
OC Promenade (Span)	09/01/2024 08:00 AM - 05:00 PM	Event	2,000.00*
		Total:	**25,900.00**

Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building and OC Promenade, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

***2024 facility rental rates honored for Costa Mesa Building due to OCFEC request to relocate buildings.**
Move out must be completed by 11:59 PM Sunday - September 1, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
30 Amp Drop	Estimate 3	3.00 EA	50.00 EA	150.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 22	22.00 EA	20.00 EA	440.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	2,250.00 EVT	2,250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 3 Day	Estimate 16	16.00 EA	18.00 EA	288.00
Marquee Board	08/04/2024 - 09/01/2024	4.00 WK	Included	Included
Portable Electronic Message Board	08/30/2024 - 09/01/2024	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	08/30/2024 - 09/01/2024	3.00 EA	75.00 EA/DAY	675.00
RV Camping	TBD *(2023 = 112 EA)*	TBD EA	45.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00

EXHIBIT A

Event Information						
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
					Total:	**5,153.00**

Reimbursable Personnel and Services Fees						
Description	**Date-Time**	**Units**		**Rate**		**Actual**
Event Operations						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 12 Hours	12.00	HR	70.00	HR	840.00
Event Day						
Grounds Attendant Lead	08/30/2024 07:00AM - 06:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	08/30/2024 07:00AM - 06:00PM	4.00	EA	28.00	HR	1,232.00
Janitorial Attendant	08/30/2024 07:00AM - 06:00PM	6.00	EA	28.00	HR	1,848.00
Grounds Attendant Lead	08/31/2024 07:00AM - 06:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	08/31/2024 07:00AM - 06:00PM	4.00	EA	28.00	HR	1,232.00
Janitorial Attendant	08/31/2024 07:00AM - 06:00PM	6.00	EA	28.00	HR	1,848.00
Grounds Attendant Lead	09/01/2024 07:00AM - 06:00PM	1.00	EA	33.00	HR	363.00
Grounds Attendant	09/01/2024 07:00AM - 06:00PM	4.00	EA	28.00	HR	1,232.00
Janitorial Attendant	09/01/2024 07:00AM - 06:00PM	6.00	EA	28.00	HR	1,848.00
Clean Up						
Grounds Attendant	Estimate 38 Hours	38.00	HR	42.00	HR*	1,596.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	42.00	HR*	672.00
Electrician	Estimate 8 Hours	8.00	HR	105.00	HR*	840.00
Event Sales & Services						
Event Coordinator	08/30/2024 07:00AM - 06:00PM	1.00	EA	54.50	HR	599.50
Event Coordinator	08/31/2024 07:00AM - 06:00PM	1.00	EA	54.50	HR	599.50
Event Coordinator	09/01/2024 07:00AM - 06:00PM	1.00	EA	54.50	HR	599.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Safety & Security						
Security Attendant - Overnight	08/29/2024 09:00PM - 06:30AM	1.00	EA	28.00	HR	266.00
Security Attendant Lead	08/30/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	08/30/2024 07:00AM - 05:30PM	6.00	EA	28.00	HR	1,764.00
Security Attendant - Overnight	08/30/2024 11:45PM - 06:30AM	1.00	EA	28.00	HR	189.00
Security Attendant Lead	08/31/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	08/31/2024 07:00AM - 05:30PM	6.00	EA	28.00	HR	1,764.00
Security Attendant - Overnight	08/31/2024 11:45PM - 06:30AM	1.00	EA	28.00	HR	189.00
Security Attendant Lead	09/01/2024 07:00AM - 05:30PM	1.00	EA	33.00	HR	346.50
Security Attendant	09/01/2024 07:00AM - 05:30PM	6.00	EA	28.00	HR	1,764.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	08/30/2024 07:30AM - 05:30PM	2.00	EA	33.00	HR	660.00
Emergency Medical Services	08/31/2024 07:30AM - 05:30PM	2.00	EA	33.00	HR	660.00
Emergency Medical Services	09/01/2024 07:30AM - 05:30PM	2.00	EA	33.00	HR	660.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	**27,133.50**

Summary

Facility Rental Total	$25,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	$32,286.50
Refundable Deposit	$1,500.00
***State Holiday Rate**	**Grand Total: $59,686.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	*Upon Signing*	$59,686.50
	Total:	**$59,686.50**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 4, 2024.** Payment due by **Wednesday - September 11, 2024.**

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

FACILITY RENTAL FEE

2024 facility rental rates honored for Costa Mesa Building due to OCFEC request to relocate buildings.

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, the Shoreline Dog Fanciers Association must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Shoreline Dog Fanciers Association must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Shoreline Dog Fanciers Association must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-111-24 REVISED**
DATE **June 18, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Wright Ford Young & Co.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

August 16, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Wright Ford Young Annual Family Celebration

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Wright Ford Young & Co.
16140 Sand Canyon Avenue, 2nd Floor
Irvine, CA 92618

By:_____Date:_____
Title: Ashley Winston, Director of Firm Administration

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Wright Ford Young Annual Family Celebration	**Contract No:**	R-111-24 REVISED
Contact Person:	Ashley Winston	**Phone:**	(619) 300 -3856
Event Date:	08/16/2024	**Hours:**	5:00 PM - 9:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	300

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Club OC Plaza Pacifica West	08/16/2024 05:00 PM - 09:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 9:00 PM Friday - August 16, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/16/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Wright Ford Young & Co. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Wright Ford Young & Co. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Wright Ford Young & Co. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-113-24 REVISED**
DATE **July 10, 2024**
FAIRTIME **XX**
INTERIM

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Westcliff University** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association Premises: from

July 26, 2024

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement:

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Westcliff University - Staff Summer Picnic

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$767.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits “A” “B” “C” “E” and “F” attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party’s control and which renders either party’s performance impossible, infeasible, or unsafe (“Force Majeure Event”), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

11. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.

13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.

16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Westcliff University
17877 Von Karman Avenue #400
Irvine, CA 92614

By:_____Date:_____
Title: Lynda Nguyen, Senior Director, Human Resources

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By:_____Date:_____
Title: Michele Capps, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Westcliff University - Staff Summer Picnic	**Contract No:**	R-113-24 REVISED
Contact Person:	Emily Chen	**Phone:**	(714) 280-5388
Event Date:	07/26/2024	**Hours:**	11:00 AM - 3:00 PM
Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	$15.00 General Parking	**Projected Attendance:**	200

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Club OC Plaza Pacifica West	07/26/2024 11:00 AM - 03:00 PM	Event	500.00
		Total:	**500.00**

Note: Fair opens at 11:00 AM

Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Friday - July 26, 2024 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	**40.00**

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/26/2024	1.00 EA	115.00 EA/DAY	115.00
			Total:	**227.00**

Summary

Facility Rental Total	$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	$267.00
Grand Total:	**$767.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	*Upon Signing*	$767.00
	Total:	**$767.00**

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10 year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

COVID GUIDELINES

Renter agrees to abide by COVID related health directives, if any, in place during the event.

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass containers must be poured into disposable cups.**

RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Westcliff University must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Westcliff University must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Westcliff University must execute changes within the specified timeframe.