

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

1 of 2

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-006-24	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	10/23/24-10/25/24	19,913.25
R-110-24	National Association of Women's Gymnastics Judges - Southern California	So-Cal Judges Cup 2024	Competition/Tournament (COM)	Baja Blues Grass; The Hangar	12/13/24-12/15/24	34,942.50
R-131-24	Orange County Wine Society	OCWS Volunteer Recognition Event	Meeting/Seminar (MEE)	Courtyard	10/20/24-10/20/24	2,711.00
R-133-24	Creative Babe Market, LLC	Creative Babe Market - Holiday Market	Festival (FST)	The Hangar	12/07/24-12/07/24	10,928.00
R-135-24	Share Our Selves Corporation	Share Our Selves "Adopt a Family" Annual Program	Fundraiser (FUNR)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span)	12/14/24-12/18/24	27,758.50
R-136-24	Super Cup, LLC	Super Cup Jiu Jitsu	Competition/Tournament (COM)	The Hangar	11/15/24-11/17/24	16,141.00
R-137-24	TJ Strategic LLC dba Clarity Research	KM 2311 Automotive Research Event	Research & Development (RD)	Huntington Beach Building (#12)	10/08/24-11/03/24	30,545.50
R-138-24	Nicholas Rutledge	Pumpkin Patch Employee Camping	Camping (RAL)	Campground	10/07/24-11/03/24	2,054.00
R-139-24	SoCal-Rides LLC	SoCal-Rides Camping	Camping (RAL)	Campground	10/08/24-10/15/24	2,249.00
R-141-24	Newport-Mesa Unified School District	Transportation Staff Development Day - Roadea	Training (TRA)	Parking Lot A (South)	11/01/24-11/01/24	2,312.00
R-142-24	Newport-Mesa Unified School District	NMUSD - Bus Training	Training (TRA)	Available 1/2 Parking Lot	10/10/24 & 12/12/24	\$1,100.00 Per Day
R-001-25	Great American Train Shows	Great Train Show	Consumer Show (CON)	Costa Mesa Building (#10); Huntington Beach Building (#12)	02/14/25-02/17/25	42,552.00
R-002-25	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-004-25	WWSRA	Southern California Preview	Consumer Show (CON)	The Hangar	01/13/25-01/16/25	23,857.00

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

2 of 2

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-083-24 (Amend. #2)	Orange County LGBT Pride dba OC Pride	OC Pride Festival 2024	Festival (FST)	Anaheim Building (#16); Costa Mesa Building (#10); 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	93,038.00
R-002-25 (Amend. #1)	Emerald X LLC	Overland Expo So Cal <i>Amended: reduced footprint/spaces</i>	Consumer Show (CON)	Costa Mesa Building (#10); Festival Field Grass; Huntington Beach Building (#12); Main Mall; Park Plaza; Parking Lot J (FFZ); Plaza Pacifica; Santa Ana Pavilion (Parade of Products); The Hangar	03/12/25-03/17/25	182,214.00

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-006-24**

DATE **September 13, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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

**October 23 - 24, 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:

**\$19,913.25**

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**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Roy Englebrecht, Promoter**

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

# EXHIBIT A

Event Information					
Event Name:	Fight Club OC	Contract No:		R-006-24	
Contact Person:	Roy Englebrecht	Phone:		(949) 235-6155	
Event Date:	10/24/2024	Hours:	Happy Hour (Baja Blues):		5:30 PM - 6:30 PM
			Doors:		6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:		7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:			1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	10/23/2024 06:00 AM - 11:59 PM	Move In	575.00
<b>Thursday</b>			
The Hangar	10/24/2024 05:30 PM - 10:00 PM	Event	2,750.00
<b>Total:</b>			<b>3,325.00</b>

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 - October 24, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	10/24/2024	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)	TBD	TBD	EA	200.00	EA	TBD
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	10/24/2024	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	10/18/2024 - 10/24/2024	1.00	WK	Included		Included
Portable Electronic Message Board	10/24/2024	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	10/24/2024	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
<b>Total:</b>						<b>7,280.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Day						
Grounds Attendant Lead	10/24/2024 05:30PM - 10:00PM	1.00	EA	33.00	HR	148.50
Grounds Attendant	10/24/2024 05:30PM - 10:00PM	2.00	EA	28.00	HR	252.00

# EXHIBIT A

Event Information						
Janitorial Attendant	10/24/2024 05:30PM - 10:00PM	3.00	EA	28.00	HR	378.00
Electrician	10/24/2024 05:30PM - 10:00PM	1.00	EA	70.00	HR	315.00
<b>Clean Up</b>						
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
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	10/24/2024 05:30PM - 10:00PM	1.00	EA	54.50	HR	245.25
<b><u>Parking</u></b>						
Parking Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	10/24/2024 06:15PM - 10:45PM	1.00	EA	33.00	HR	148.50
Security Attendant	10/24/2024 04:30PM - 09:00PM	2.00	EA	28.00	HR	252.00
Security Attendant	10/24/2024 06:15PM - 10:45PM	5.00	EA	28.00	HR	630.00
<b><u>Technology</u></b>						
Technology Attendant	Estimate 1 Hour	1.00	HR	54.50	HR	54.50
<b><u>Outside Services</u></b>						
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: 8,808.25**

## Summary

Facility Rental Total	\$3,325.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,088.25
Refundable Deposit	\$500.00

**Grand Total: \$19,913.25**

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$9,956.75
Second Payment	10/16/2024	\$9,956.50

**Total: \$19,913.25**

Please Remit Payment in \*Check Only\*

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

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

## **ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

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

# EXHIBIT A

## Event Information

### **BOOKING PROTECTION**

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **CHAIRS**

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

### **COMPLIMENTARY PARKING PASSES**

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

### **COVID GUIDELINES**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **FUTURE TERMS**

Future terms and agreements subject to change.

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **PEPSI BEVERAGES**

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

### **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-110-24**

REVIEWED \_\_\_\_\_

DATE **September 13, 2024**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **National Association of Women's Gymnastics Judges - 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

**December 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:

### **So-Cal Judges Cup 2024**

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

**\$34,942.50**

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

**National Association of Women's  
Gymnastics Judges - Southern California  
95 Oak View Court  
Simi Valley, CA 93065**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Emily Wensel, Co-SJD's  
NAWGJ-Southern California**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	So-Cal Judges Cup 2024	<b>Contract No:</b>	R-110-24	
<b>Contact Person:</b>	Emily Wensel	<b>Phone:</b>	(818) 425-5148	
<b>Event Date:</b>	12/14/2024 - 12/15/2024	<b>Hours:</b>	Saturday & Sunday: 8:00 AM - 8:00 PM	

<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	1,000
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Baja Blues Grass	12/13/2024 07:00 AM - 04:00 PM	Move In	275.00
The Hangar	12/13/2024 07:00 AM - 04:00 PM	Move In	1,975.00
<b>Saturday</b>			
Baja Blues Grass	12/14/2024 08:00 AM - 08:00 PM	Event	550.00
The Hangar	12/14/2024 08:00 AM - 08:00 PM	Event	3,950.00
<b>Sunday</b>			
Baja Blues Grass	12/15/2024 08:00 AM - 08:00 PM	Event	550.00
The Hangar	12/15/2024 08:00 AM - 08:00 PM	Event	3,950.00

**Total: 11,250.00**

Hosting of this event in the above specified spaces, Baja Blues Grass 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 Sunday - December 15, 2024 to avoid additional charges.**

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00 EA	TBD
Bleacher (50 Seat Section)	Estimate 4	4.00	EA	150.00 EA	600.00
Bleacher (75 Seat Section)	Estimate 4	4.00	EA	200.00 EA	800.00
Chair (Individual)	Estimate 372	372.00	EA	2.50 EA	930.00
Dumpster	Estimate 26	26.00	EA	20.00 EA	520.00
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 24 Hours	24.00	HR	75.00 HR	1,800.00
Hang Tag - 2 Day	Estimate 20	20.00	EA	12.00 EA	240.00
Man Lift	TBD	TBD	HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	Estimate 12	12.00	EA	15.00 EA	180.00
Portable Electronic Message Board	12/14/2024 - 12/15/2024	2.00	EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00 EA/DAY	TBD
Stanchion	Estimate 6	6.00	EA	5.00 EA	30.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00 HR	375.00

**Total: 6,525.00**

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	TBD	TBD	HR	70.00	HR	TBD

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	12/14/2024 07:00AM - 09:00PM	1.00	EA	33.00	HR	462.00
Grounds Attendant	12/14/2024 07:00AM - 09:00PM	2.00	EA	28.00	HR	784.00
Janitorial Attendant	12/14/2024 07:00AM - 09:00PM	2.00	EA	28.00	HR	784.00
Electrician	TBD	TBD	EA	70.00	HR	TBD
Grounds Attendant Lead	12/15/2024 07:00AM - 09:00PM	1.00	EA	33.00	HR	462.00
Grounds Attendant	12/15/2024 07:00AM - 09:00PM	2.00	EA	28.00	HR	784.00
Janitorial Attendant	12/15/2024 07:00AM - 09:00PM	2.00	EA	28.00	HR	784.00
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 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	28.00	HR	336.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
Event Sales & Services						
Event Coordinator	12/14/2024 07:00AM - 09:00PM	1.00	EA	54.50	HR	763.00
Event Coordinator	12/15/2024 07:00AM - 09:00PM	1.00	EA	54.50	HR	763.00
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	12/14/2024 07:00AM - 08:30PM	1.00	EA	33.00	HR	445.50
Security Attendant	12/14/2024 07:00AM - 08:30PM	6.00	EA	28.00	HR	2,268.00
Security Attendant Lead	12/15/2024 07:00AM - 08:30PM	1.00	EA	33.00	HR	445.50
Security Attendant	12/15/2024 07:00AM - 08:30PM	6.00	EA	28.00	HR	2,268.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	12/14/2024 07:30AM - 08:30PM	2.00	EA	33.00	HR	858.00
Emergency Medical Services	12/15/2024 07:30AM - 08:30PM	2.00	EA	33.00	HR	858.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						15,667.50
Summary						
Facility Rental Total						\$11,250.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$22,192.50
Refundable Deposit						\$1,500.00
Grand Total:						\$34,942.50
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment (25% Facility Fee)			Upon Signing		\$2,812.50	
Second Payment			10/14/2024		\$16,065.00	
Third Payment			11/13/2024		\$16,065.00	
Total:						\$34,942.50

# EXHIBIT A

## Event Information

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.

### **AMBULANCE & ADVANCED LIFE SUPPORT PERSONNEL**

Boxing, CrossFit, Motorsports, MMA, Rodeos, Wrestling or other events containing high-risk participation activities are required to have an Ambulance and/or Advanced Life Support/Paramedic (ALS) personnel on-site throughout event duration as determined by OCFEC management.

Additional personnel, either BLS (Basic Life Support - EMT) or ALS (Advanced Life Support/Paramedic) as well as additional equipment such as Ambulance, 1st Aid Station or transport cart may be required for spectators/guests as determined by OCFEC management.

### **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.**

# 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, National Association of Women's Gymnastics Judges - Southern California must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. National Association of Women's Gymnastics Judges - Southern California must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, National Association of Women's Gymnastics Judges - Southern California must execute changes within the specified timeframe.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-131-24**

DATE **September 5, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** 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 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:

#### **OCWS Volunteer Recognition Event**

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

**\$2,711.00**

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.

**Orange County Wine Society  
P.O. Box 11059  
Costa Mesa, CA 92627**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Fran Gitsham, Vice President**

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



# EXHIBIT A

Event Information			
Event Name:	OCWS - Volunteer Recognition Event	Contract No:	R-131-24
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	10/20/2024	Hours:	1:00 PM - 4:00 PM
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Courtyard	10/20/2024 08:00 AM - 01:00 PM	Move In	Included
Courtyard	10/20/2024 01:00 PM - 04:00 PM	Event	500.00
Total:			500.00

Hosting of this event in the above specified space, Courtyard, 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 - October 20, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 2	2.00	EA	20.00	EA	40.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	275.00	EVT	275.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Sweeper (In-House)	Estimate 2 Hours	3.00	HR	75.00	HR	225.00
Total:						1,290.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 1 Hour	1.00	HR	33.00	HR	33.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 1 Hour	1.00	HR	33.00	HR	33.00
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
Electrician	TBD	TBD	HR	70.00	HR	TBD
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
Total:						721.00

Summary	
Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,011.00
Refundable Deposit	\$200.00
Grand Total:	\$2,711.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,711.00
Total:		\$2,711.00

# 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.

### **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.

### **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

### **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 Wine Society must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-133-24**

DATE **September 12, 2024**

REVIEWED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Creative Babe Market, 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

**December 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:

#### **Creative Babe Market - Holiday Market**

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

**\$10,928.00**

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.

**Creative Babe Market, LLC  
15015 Flallon Avenue  
Norwalk, CA 90650**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Holly Gresto, Owner**

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

# EXHIBIT A

Event Information			
Event Name:	Creative Babe Market - Holiday Market	Contract No:	R-133-24
Contact Person:	Holly Gresto	Phone:	(714) 869-7229
Event Date:	12/07/2024	Hours:	11:00 AM - 3:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	900

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
The Hangar	12/07/2024 07:00 AM - 11:00 AM	Move In	Included
The Hangar	12/07/2024 11:00 AM - 03:00 PM	Event	3,950.00
The Hangar	12/07/2024 03:00 PM - 11:59 PM	Move Out	Included
<b>Total:</b>			<b>3,950.00</b>

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 Saturday - December 7, 2024 to avoid additional charges.

Estimated Equipment Fee					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	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	Estimate 2	2.00	EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	400.00 EVT	400.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00 EA	TBD
Man Lift	TBD	TBD	HR	75.00 HR	TBD
Marquee Board	12/01/2024 - 12/07/2024	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 4	4.00	EA	15.00 EA	60.00
Portable Electronic Message Board	12/07/2024	2.00	EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00 EA/DAY	TBD
Stanchion	Estimate 10	10.00	EA	5.00 EA	50.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Umbrella w/Stand	TBD	TBD	EA	15.00 EA	TBD
<b>Total:</b>					<b>1,305.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00
Event Day						
Grounds Attendant Lead	12/07/2024 10:00AM - 04:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	12/07/2024 10:00AM - 04:00PM	1.00	EA	28.00	HR	168.00
Janitorial Attendant	12/07/2024 10:00AM - 04:00PM	2.00	EA	28.00	HR	336.00
Electrician	TBD	TBD	EA	70.00	HR	TBD

# EXHIBIT A

## Event Information

### 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 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	12/07/2024 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	12/07/2024 10:00AM - 03:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	12/07/2024 07:00AM - 03:30PM	1.00	EA	28.00	HR	238.00
Security Attendant	12/07/2024 10:00AM - 03:30PM	2.00	EA	28.00	HR	308.00

### Technology

Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
----------------------	---------------------------	-----	----	--------	-----	-----

### Outside Services

Emergency Medical Services	12/07/2024 10:30AM - 03:30PM	1.00	EA	33.00	HR	165.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 4,173.00**

### Summary

Facility Rental Total	\$3,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,478.00
Refundable Deposit	\$1,500.00

**Grand Total: \$10,928.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$5,464.00
Second Payment	11/07/2024	\$5,464.00

**Total: \$10,928.00**

**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.

# 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.

### 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, Creative Babe Market, LLC must comply with request.**

### STATE FIRE MARSHAL

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



FORM F-31

AGREEMENT NO. **R-135-24**

REVIEWED \_\_\_\_\_

DATE **September 25, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Share Our Selves Corporation** 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 14 - 18, 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:

#### **Share Our Selves "Adopt a Family" Annual Program**

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

**\$27,758.50**

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.

**Share Our Selves Corporation**  
**1550 Superior Avenue**  
**Costa Mesa, CA 92627**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Christy Ward, Chief Executive Officer**

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Michele A. Richards, Chief Executive Officer**

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Share Our Selves "Adopt a Family" Annual Program	<b>Contract No:</b>	R-135-24
<b>Contact Person:</b>	Christy Ward	<b>Phone:</b>	(949) 536-3927
<b>Event Date:</b>	12/17/2024 - 12/18/2024	<b>Hours:</b>	Tuesday & Wednesday: 8:00 AM - 4:00 PM
<b>Admission Price:</b>	Free, Pre-Registration Required		
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	1,000

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Anaheim Building (#16)	12/14/2024 06:00 AM - 04:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	12/14/2024 06:00 AM - 04:00 PM	Move In	1,675.00
<b>Sunday</b>			
Anaheim Building (#16)	12/15/2024 06:00 AM - 04:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	12/15/2024 06:00 AM - 04:00 PM	Move In	1,675.00
<b>Monday</b>			
Anaheim Building (#16)	12/16/2024 06:00 AM - 04:00 PM	Move In	1,325.00
Los Alamitos Building (#14)	12/16/2024 06:00 AM - 04:00 PM	Move In	1,675.00
<b>Tuesday</b>			
Anaheim Building (#16)	12/17/2024 08:00 AM - 04:00 PM	Event	2,650.00
Los Alamitos Building (#14)	12/17/2024 08:00 AM - 04:00 PM	Event	3,350.00
<b>Wednesday</b>			
Anaheim Building (#16)	12/18/2024 08:00 AM - 04:00 PM	Event	2,650.00
Los Alamitos Building (#14)	12/18/2024 08:00 AM - 04:00 PM	Event	3,350.00

**Total: 21,000.00**

Hosting of this event in the above specified spaces, Anaheim Building and Los Alamitos 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 Wednesday - December 18, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 11	11.00	EA	20.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	275.00	EVT	275.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	12/12/2024 - 12/18/2024	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	12/17/2024 - 12/18/2024	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
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
<b>Total:</b>						<b>1,320.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 30 Hours	30.00	HR	28.00	HR	840.00

# EXHIBIT A

Event Information							
Event Day							
Grounds Attendant	12/17/2024	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Janitorial Attendant	12/17/2024	Estimate 7 Hours	7.00	HR	28.00	HR	196.00
Grounds Attendant	12/18/2024	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Janitorial Attendant	12/18/2024	Estimate 11 Hours	11.00	HR	28.00	HR	308.00
Clean Up							
Grounds Attendant		Estimate 10 Hours	10.00	HR	28.00	HR	280.00
Janitorial Attendant		Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Event Sales & Services							
Event Coordinator	12/17/2024	Estimate 4 Hours	4.00	HR	54.50	HR	218.00
Event Coordinator	12/18/2024	Estimate 4 Hours	4.00	HR	54.50	HR	218.00
Parking							
Parking Attendant Lead		Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant		Estimate 22 Hours	22.00	HR	28.00	HR	616.00
Safety & Security							
Security Attendant	12/15/2024	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Security Attendant	12/16/2024	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Security Attendant	12/17/2024	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Technology							
Technology Attendant		TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
Outside Services							
State Fire Marshal		Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						5,238.50	
Summary							
Facility Rental Total						\$21,000.00	
Estimated Equipment, Reimbursable Personnel and Services Total						\$6,558.50	
Refundable Deposit						\$200.00	
Grand Total:						\$27,758.50	
Payment Schedule							
Payment Schedule				Due Date		Amount	
First Payment				Upon Signing		\$13,879.25	
Second Payment				11/14/2024		\$13,879.25	
Total:						\$27,758.50	

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.

# 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, Share Our Selves Corporation must comply with request.**

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-136-24**

REVIEWED \_\_\_\_\_

DATE **October 4, 2024**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Super Cup, 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 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:

**Super Cup Jiu Jitsu**

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

**\$16,141.00**

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

**Super Cup, LLC**  
**3290 E 19<sup>th</sup> Street**  
**Signal Hill, CA 90755**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Luciana Capociama, Manager**

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



# EXHIBIT A

Event Information			
<b>Event Name:</b>	Super Cup Jiu Jitsu	<b>Contract No:</b>	R-136-24
<b>Contact Person:</b>	Luciana Capociama	<b>Phone:</b>	(714) 260-7944
<b>Event Date:</b>	11/16/2024	<b>Hours:</b>	7:00 AM - 5:00 PM

<b>Admission Price:</b>	Free	<b>Projected Attendance:</b>	800
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	11/15/2024 08:00 AM - 05:00 PM	Move In	1,975.00
<b>Saturday</b>			
The Hangar	11/16/2024 07:00 AM - 05:00 PM	Event	3,950.00
<b>Sunday</b>			
The Hangar	11/17/2024 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>5,925.00</b>

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 AM Sunday - November 17, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	300.00	EVT	300.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/16/2024	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	11/16/2024	1.00	EA	75.00	EA/DAY	75.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>1,030.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
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 1 Hour	1.00	HR	70.00	HR	70.00
<b>Event Day</b>						
Grounds Attendant Lead	11/16/2024 06:00AM - 06:00PM	1.00	EA	33.00	HR	396.00
Grounds Attendant	11/16/2024 06:00AM - 06:00PM	2.00	EA	28.00	HR	672.00
Janitorial Attendant	11/16/2024 06:00AM - 06:00PM	2.00	EA	28.00	HR	672.00
Electrician	TBD	TBD	EA	70.00	HR	TBD

# EXHIBIT A

## Event Information

### Clean 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 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 1 Hour	1.00	HR	70.00	HR	70.00

### Event Sales & Services

Event Coordinator	11/16/2024 06:00AM - 06:00PM	1.00	EA	54.50	HR	654.00
-------------------	------------------------------	------	----	-------	----	--------

### 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 06:00AM - 05:30PM	1.00	EA	33.00	HR	379.50
Security Attendant	11/16/2024 06:00AM - 05:30PM	4.00	EA	28.00	HR	1,288.00

### Technology

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

### Outside Services

Emergency Medical Services	11/16/2024 06:30AM - 05:30PM	2.00	EA	33.00	HR	726.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 7,686.00**

### Summary

Facility Rental Total	\$5,925.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,716.00
Refundable Deposit	\$1,500.00

**Grand Total: \$16,141.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$8,070.50
Second Payment	10/16/2024	\$8,070.50
<b>Total:</b>		<b>\$16,141.00</b>

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.

# EXHIBIT A

## Event Information

### **AMBULANCE & ADVANCED LIFE SUPPORT PERSONNEL**

Boxing, CrossFit, Motorsports, MMA, Rodeos, Wrestling or other events containing high-risk participation activities are required to have an Ambulance and/or Advanced Life Support/Paramedic (ALS) personnel on-site throughout event duration as determined by OCFEC management.

Additional personnel, either BLS (Basic Life Support - EMT) or ALS (Advanced Life Support/Paramedic) as well as additional equipment such as Ambulance, 1st Aid Station or transport cart may be required for spectators/guests as determined by OCFEC management.

### **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, Super Cup, LLC California must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-137-24**

REVIEWED \_\_\_\_\_

DATE **October 4, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **TJ Strategic LLC dba Clarity Research** 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 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:

### **KM 2311 Automotive Research Event**

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

**\$30,545.50**

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

**TJ Strategic LLC dba Clarity Research**  
**921 W New Hope Drive, Unit 403**  
**Cedar Park, TX 78613**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Tyler Laird, Principal**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Automotive Research Event	<b>Contract No:</b>	R-137-24	
<b>Contact Person:</b>	Tyler Laird	<b>Phone:</b>	(480) 773-1291	
<b>Event Date:</b>	11/01/2024 - 11/04/2024	<b>Hours:</b>	Friday - Monday: 8:00 AM - 9:30 PM	

<b>Admission Price:</b>	Private Event			
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	225	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Huntington Beach Building (#12)	10/31/2024 08:00 AM - 09:30 PM	Move In	1,875.00
<b>Friday</b>			
Huntington Beach Building (#12)	11/01/2024 08:00 AM - 09:30 PM	Event	3,750.00
<b>Saturday</b>			
Huntington Beach Building (#12)	11/02/2024 08:00 AM - 09:30 PM	Event	3,750.00
<b>Sunday</b>			
Huntington Beach Building (#12)	11/03/2024 08:00 AM - 09:30 PM	Event	3,750.00
<b>Monday</b>			
Huntington Beach Building (#12)	11/04/2024 08:00 AM - 09:30 PM	Event	3,750.00
Huntington Beach Building (#12)	11/04/2024 09:30 PM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>16,875.00</b>

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 PM Monday - November 4, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 4	4.00	EA	20.00	EA	80.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Gaffers Tape	Estimate 1	1.00	EA	35.00	EA	35.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
<b>Total:</b>						<b>1,600.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Grounds Attendant	Estimate 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	11/01/2024 Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	11/01/2024 Estimate 16 Hours	16.00	HR	28.00	HR	448.00

# EXHIBIT A

Event Information						
Grounds Attendant	11/02/2024 Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	11/02/2024 Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Grounds Attendant	11/03/2024 Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	11/03/2024 Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Grounds Attendant	11/04/2024 Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	11/04/2024 Estimate 16 Hours	16.00	HR	28.00	HR	448.00
<b>Clean Up</b>						
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 1 Hour	1.00	HR	70.00	HR	70.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	11/01/2024 Estimate 4 Hours	4.00	HR	54.50	HR	218.00
Event Coordinator	11/02/2024 Estimate 4 Hours	4.00	HR	54.50	HR	218.00
Event Coordinator	11/03/2024 Estimate 4 Hours	4.00	HR	54.50	HR	218.00
Event Coordinator	11/04/2024 Estimate 4 Hours	4.00	HR	54.50	HR	218.00
<b><u>Parking</u></b>						
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
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	11/01/2024 07:00AM - 10:00PM	1.00	EA	33.00	HR	495.00
Security Attendant Lead	11/02/2024 07:00AM - 10:00PM	1.00	EA	33.00	HR	495.00
Security Attendant Lead	11/03/2024 07:00AM - 10:00PM	1.00	EA	33.00	HR	495.00
Security Attendant Lead	11/04/2024 07:00AM - 10:00PM	1.00	EA	33.00	HR	495.00
<b><u>Outside Services</u></b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>8,170.50</b>

## Summary

Facility Rental Total	\$16,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,770.50
Parking Buyout ( <i>Based upon 200 vehicles at \$12.00 per vehicle</i> )	\$2,400.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$30,545.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$30,545.50
<b>Total:</b>		<b>\$30,545.50</b>

**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.

### **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 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.

### **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, TJ Strategic LLC dba Clarity Research must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. TJ Strategic LLC dba Clarity Research must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, TJ Strategic LLC dba Clarity Research must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-138-24**

REVIEWED \_\_\_\_\_

DATE

**October 4, 2024**

FAIRTIME

INTERIM

**XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Nicholas Rutledge** 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 8 - November 3, 2024**

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

### **See Exhibit A**

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

### **Pumpkin Patch Employee Camping**

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

**\$2,054.00**

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.

**Nicholas Rutledge**  
**336 E 238<sup>th</sup> Street**  
**Carson, CA 90745**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Nicholas Rutledge**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Pumpkin Patch Employee Camping	<b>Contract No:</b>	R-138-24	
<b>Contact Person:</b>	Nicholas Rutledge	<b>Phone:</b>	(657) 459-0396	
<b>Event Date:</b>	10/08/2024 - 11/03/2024	<b>Hours:</b>	12:00 AM - 11:59 PM Daily	
<b>Camping and Parking Fee:</b>	See Facility Rental Fees	<b>Projected Attendance:</b>	4	

Facility Rental Fees				
<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
Campground (Employee Bunkhouse/RV)	10/08/2024 - 11/03/2024 (26 Nights)	1.00 EA	45.00 EA/DAY	1,170.00
<b>Total:</b>				<b>1,170.00</b>

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 Sunday - November 3, 2024 to avoid additional charges.

Estimated Equipment Fees				
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
<b>Total:</b>				<b>160.00</b>

Reimbursable Personnel and Services Fees				
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	TBD	TBD HR	70.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	28.00 HR	224.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
<b>Clean Up</b>				
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
<b>Total:</b>				<b>224.00</b>

## Summary

Facility Rental Total	\$1,170.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$384.00
Refundable Deposit	\$500.00

**Grand Total: \$2,054.00**

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$2,054.00
<b>Total:</b>		<b>\$2,054.00</b>

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 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 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, Nick Rutledge must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-139-24**

REVIEWED \_\_\_\_\_

DATE

**October 2, 2024**

FAIRTIME

INTERIM

**XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 8 - 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:

#### **SoCal-Rides Camping**

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

**\$2,249.00**

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.

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Chris Guadagno, Chief Executive Officer**

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



# EXHIBIT A

Event Information				
Event Name:	SoCal-Rides Camping	Contract No:	R-139-24	
Contact Person:	Chris Guadagno	Phone:	(714) 403-3728	
Event Date:	10/08/2024 - 10/15/2024	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	21	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	10/08/2024 - 10/15/2024 (7 Nights)	3.00 EA	45.00 EA/DAY	945.00
Total:				945.00

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

Move out must be completed by 11:59 AM Tuesday - October 15, 2024 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Total:				370.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Electrician	Estimate 3	3.00 HR	70.00 HR	210.00
<u>Event Day</u>				
Grounds Attendant	10/08/2024 - 10/15/2024 Estimate 1 Hour Per Day	1.00 HR	28.00 HR	224.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
<u>Clean Up</u>				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	TBD	TBD HR	70.00 HR	TBD
Total:				434.00

## Summary

Facility Rental Total	\$945.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$804.00
Refundable Deposit	\$500.00

Grand Total: \$2,249.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,249.00
Total:		\$2,249.00

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### **ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

### **RESTROOMS**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-141-24**  
DATE **October 15, 2024**  
FAIRTIME  
INTERIM **XX**

### RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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

**November 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:

#### Transportation Staff Development Day - Rodeo

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

**\$2,312.00**

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.

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Lance Bidnick, Administrative**  
**Director II, M&O**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Transportation Staff Development Day - Rodeo	<b>Contract No:</b>	R-141-24
<b>Contact Person:</b>	Shelley Humphrey	<b>Phone:</b>	(714) 424-5083
<b>Event Date:</b>	11/01/2024	<b>Hours:</b>	6:00 AM - 12:00 PM
<b>Vehicle Parking Fee:</b>	No Charge ( <i>Private Event</i> )	<b>Projected Attendance:</b>	20

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot A (South)	11/01/2024 06:00 AM - 12:00 PM	Event	2,200.00
<b>Total:</b>			<b>2,200.00</b>

Hosting of this event in the above specified space, Parking Lot A (South), 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 1, 2024 to avoid additional charges.

Estimated Equipment, Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Janitorial Attendant ( <i>Restrooms</i> )	Estimate 4 Hours	4.00 HR	28.00 HR	112.00

## Summary

Facility Rental Total	\$2,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$112.00
<b>Grand Total:</b>	<b>\$2,312.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/14/2024	\$2,312.00
<b>Total:</b>		<b>\$2,312.00</b>

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.

# 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.

### **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.

### **RENTER AGREES**

That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.

That damage occurring in Parking Lot A and/or of OCFEC property will be itemized and invoiced.

To limit speeds to 40 MPH.

That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

# 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, 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-142-24**

DATE **October 8, 2024**

REVIEWED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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 10, 2024 & December 12, 2024**

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

#### **See Exhibit A**

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

#### **NMUSD - Bus Training**

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

**\$1,100.00 - per day**

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.

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Lance Bidnick, Administrative  
Director II, M&O**

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

## EXHIBIT "A"

**Event Name:** NMUSD Bus Training  
**Contact Person:** Shelley Humphrey  
**Event Date:** 10/10/2024 & 12/12/2024

**Contract No:** R-142-24  
**Phone:** (714) 424-5083  
**Hours:** 8:00 AM - 11:00 AM

**Projected Attendance:** 3

### LOCATION(S):

Available ½ Parking Lot.....\$1,100.00 Per Day

### RENTER AGREES:

- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any additional training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$1,100.00
Second Payment	11/12/2024	\$1,100.00
<b>Payment Total:</b>		<b>\$2,200.00</b>

## EXHIBIT "A"

### 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, Newport-Mesa Unified School District, a California municipal corporation and charter city must comply with request.**

### STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Newport-Mesa Unified School District, a California municipal corporation and charter city must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Newport-Mesa Unified School District, a California municipal corporation and charter city must execute changes within the specified time frame.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-001-25**

DATE **September 24, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Great American Train Shows** 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

**February 14 - 17, 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:

#### **Great Train Show**

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

**\$42,552.00**

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.

**Great American Train Shows**  
**P.O. Box 1192**  
**Lombard, IL 60148**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Bill Grove, President**

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

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

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

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

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

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

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

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

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

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

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

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

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

**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

Event Information				
<b>Event Name:</b>	Great Train Show	<b>Contract No:</b>	R-001-25	
<b>Contact Person:</b>	Bill Grove	<b>Phone:</b>	(630) 383-2018	
<b>Event Date:</b>	02/15/2025 - 02/16/2025	<b>Hours:</b>	Saturday & Sunday: 10:00 AM - 4:00 PM	
<b>Admission Price:</b>	TBD			
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking (See Terms)	<b>Projected Attendance:</b>	5,000	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Friday</b>				
Costa Mesa Building (#10)	02/14/2025 10:00 AM - 06:00 PM	Move In	2,412.50	
Huntington Beach Building (#12)	02/14/2025 10:00 AM - 06:00 PM	Move In	1,912.50	
<b>Saturday</b>				
Costa Mesa Building (#10)	02/15/2025 10:00 AM - 04:00 PM	Event	4,825.00	
Huntington Beach Building (#12)	02/15/2025 10:00 AM - 04:00 PM	Event	3,825.00	
<b>Sunday</b>				
Costa Mesa Building (#10)	02/16/2025 10:00 AM - 04:00 PM	Event	4,825.00	
Huntington Beach Building (#12)	02/16/2025 10:00 AM - 04:00 PM	Event	3,825.00	
<b>Monday</b>				
Costa Mesa Building (#10)	02/17/2025 06:00 AM - 11:59 AM	Move Out	No Charge	
Huntington Beach Building (#12)	02/17/2025 06:00 AM - 11:59 AM	Move Out	No Charge	

**Total: 21,625.00**

Hosting of this event in the above specified spaces, Costa Mesa Building and 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 insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - February 17, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 10	10.00	EA	70.00	EA	700.00
Cable Ramp	Estimate 15	15.00	EA	15.00	EA	225.00
Dumpster	Estimate 25	25.00	EA	20.00	EA	500.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
Forklift	TBD	TBD	EA	75.00	EA	TBD
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Marquee Board	01/20/2025 - 02/16/2025	4.00	WK	Included		Included
Portable Electronic Message Board	02/15/2025 - 02/16/2025	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/15/2025 - 02/16/2025	2.00	EA	75.00	EA/DAY	300.00
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
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
<b>Total:</b>						<b>5,070.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 14 Hours	14.00	HR	29.00	HR	406.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	29.00	HR	290.00
Electrician	Estimate 6 Hours	6.00	HR	72.50	HR	435.00



# EXHIBIT A

Event Information						
<b>Event Day</b>						
Grounds Attendant Lead	02/15/2025 09:00AM - 05:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	02/15/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant	02/15/2025 09:00AM - 05:00PM	5.00	EA	29.00	HR	1,160.00
Grounds Attendant Lead	02/16/2025 09:00AM - 05:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	02/16/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant	02/16/2025 09:00AM - 05:00PM	5.00	EA	29.00	HR	1,160.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	51.00	HR*	408.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	43.50	HR*	870.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	43.50	HR*	435.00
Electrician	Estimate 6 Hours	6.00	HR	108.75	HR*	652.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	02/15/2025 09:00AM - 05:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	02/16/2025 09:00AM - 05:00PM	1.00	EA	56.00	HR	448.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	02/14/2025 06:00PM - 07:00AM	1.00	EA	29.00	HR	377.00
Security Attendant Lead	02/15/2025 09:00AM - 04:30PM	1.00	EA	34.00	HR	255.00
Security Attendant	02/15/2025 09:00AM - 04:30PM	6.00	EA	29.00	HR	1,305.00
Security Attendant - Overnight	02/15/2025 04:00PM - 09:00AM	1.00	EA	29.00	HR	493.00
Security Attendant Lead	02/16/2025 09:00AM - 04:30PM	1.00	EA	34.00	HR	255.00
Security Attendant	02/16/2025 09:00AM - 04:30PM	6.00	EA	29.00	HR	1,305.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	02/15/2025 09:30AM - 04:30PM	2.00	EA	34.00	HR	476.00
Emergency Medical Services	02/16/2025 09:30AM - 04:30PM	2.00	EA	34.00	HR	476.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
<b>*State Holiday Rate</b>				<b>Total:</b>		<b>14,357.00</b>

## Summary

Facility Rental Total	\$21,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,427.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$42,552.00</b>

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$10,638.00
Second Payment	11/14/2024	\$10,638.00
Third Payment	12/13/2024	\$10,638.00
Fourth Payment	01/14/2025	\$10,638.00
<b>Total:</b>		<b>\$42,552.00</b>

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>

### 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

### **PARKING FEE**

2025 Parking Fee is pending and subject to price increase.

### **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, Great American Train Shows must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-002-25**

DATE **August 16, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, **Emerald X LLC dba Overland Expo So Cal** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

#### **WITNESSETH:**

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

**March 12 - 17, 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:

#### **Overland Expo So Cal**

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

**\$205,570.50**

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.

**Emerald X LLC dba Overland Expo So Cal**  
**31910 Del Obispo Street #200**  
**San Juan Capistrano, CA 92675**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Jessica Kirchner, VP Emerald Consumer Events**

**Title: Michele A. Richards, Chief Executive Officer**

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Overland Expo So Cal	<b>Contract No:</b>	R-002-25
<b>Contact Person:</b>	Emily Boden	<b>Phone:</b>	(317) 601-9917
<b>Event Date:</b>	03/15/2025 - 03/16/2025	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 3:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking (See Terms)	<b>Projected Attendance:</b>	10,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Anaheim Building (#16)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,362.50
Costa Mesa Building (#10)	03/12/2025 06:00 AM - 11:00 PM	Move In	2,412.50
Huntington Beach Building (#12)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,912.50
Los Alamitos Building (#14)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,712.50
Main Mall	03/12/2025 06:00 AM - 11:00 PM	Move In	975.00
OC Promenade (Span)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,362.50
Park Plaza	03/12/2025 06:00 AM - 11:00 PM	Move In	875.00
Parking Lot J	03/12/2025 06:00 AM - 11:00 PM	Move In	1,875.00
Plaza Pacifica	03/12/2025 06:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,212.50
The Hangar	03/12/2025 06:00 AM - 11:00 PM	Move In	2,012.50
<b>Thursday</b>			
Anaheim Building (#16)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,362.50
Costa Mesa Building (#10)	03/13/2025 06:00 AM - 11:00 PM	Move In	2,412.50
Huntington Beach Building (#12)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,912.50
Los Alamitos Building (#14)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,712.50
Main Mall	03/13/2025 06:00 AM - 11:00 PM	Move In	975.00
OC Promenade (Span)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,362.50
Park Plaza	03/13/2025 06:00 AM - 11:00 PM	Move In	875.00
Parking Lot J	03/13/2025 06:00 AM - 11:00 PM	Move In	1,875.00
Plaza Pacifica	03/13/2025 06:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,212.50
The Hangar	03/13/2025 06:00 AM - 11:00 PM	Move In	2,012.50
<b>Friday</b>			
Anaheim Building (#16)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,362.50
Costa Mesa Building (#10)	03/14/2025 06:00 AM - 11:00 PM	Move In	2,412.50
Huntington Beach Building (#12)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,912.50
Los Alamitos Building (#14)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,712.50
Main Mall	03/14/2025 06:00 AM - 11:00 PM	Move In	975.00
OC Promenade (Span)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,362.50
Park Plaza	03/14/2025 06:00 AM - 11:00 PM	Move In	875.00
Parking Lot J	03/14/2025 06:00 AM - 11:00 PM	Move In	1,875.00
Plaza Pacifica	03/14/2025 06:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,212.50
The Hangar	03/14/2025 06:00 AM - 11:00 PM	Move In	2,012.50
<b>Saturday</b>			
Anaheim Building (#16)	03/15/2025 09:00 AM - 05:00 PM	Event	2,725.00
Costa Mesa Building (#10)	03/15/2025 09:00 AM - 05:00 PM	Event	4,825.00
Huntington Beach Building (#12)	03/15/2025 09:00 AM - 05:00 PM	Event	3,825.00

# EXHIBIT A

Event Information				
Los Alamitos Building (#14)	03/15/2025 09:00 AM - 05:00 PM	Event		3,425.00
Main Mall	03/15/2025 09:00 AM - 05:00 PM	Event		1,950.00
OC Promenade (Span)	03/15/2025 09:00 AM - 05:00 PM	Event		2,725.00
Park Plaza	03/15/2025 09:00 AM - 05:00 PM	Event		1,750.00
Parking Lot J	03/15/2025 09:00 AM - 05:00 PM	Event		3,750.00
Plaza Pacifica	03/15/2025 09:00 AM - 05:00 PM	Event		1,750.00
Santa Ana Pavilion (Parade of Products)	03/15/2025 09:00 AM - 05:00 PM	Event		2,425.00
The Hangar	03/15/2025 09:00 AM - 05:00 PM	Event		4,025.00
<b>Sunday</b>				
Anaheim Building (#16)	03/16/2025 09:00 AM - 03:00 PM	Event		2,725.00
Costa Mesa Building (#10)	03/16/2025 09:00 AM - 03:00 PM	Event		4,825.00
Huntington Beach Building (#12)	03/16/2025 09:00 AM - 03:00 PM	Event		3,825.00
Los Alamitos Building (#14)	03/16/2025 09:00 AM - 03:00 PM	Event		3,425.00
Main Mall	03/16/2025 09:00 AM - 03:00 PM	Event		1,950.00
OC Promenade (Span)	03/16/2025 09:00 AM - 03:00 PM	Event		2,725.00
Park Plaza	03/16/2025 09:00 AM - 03:00 PM	Event		1,750.00
Parking Lot J	03/16/2025 09:00 AM - 03:00 PM	Event		3,750.00
Plaza Pacifica	03/16/2025 09:00 AM - 03:00 PM	Event		1,750.00
Santa Ana Pavilion (Parade of Products)	03/16/2025 09:00 AM - 03:00 PM	Event		2,425.00
The Hangar	03/16/2025 09:00 AM - 03:00 PM	Event		4,025.00
<b>Monday</b>				
Anaheim Building (#16)	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Costa Mesa Building (#10)	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Huntington Beach Building (#12)	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Los Alamitos Building (#14)	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Main Mall	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
OC Promenade (Span)	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Park Plaza	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Parking Lot J	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Plaza Pacifica	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
Santa Ana Pavilion (Parade of Products)	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge
The Hangar	03/17/2025 06:00 AM - 12:00 PM	Move Out		No Charge

**Total: 116,112.50**

Hosting of this event in the above specified spaces, Anaheim Building, Costa Mesa Building, Huntington Beach Building, Los Alamitos Building, Main Mall, OC Promenade, Park Plaza, Parking Lot J, Plaza Pacifica, 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 Monday - March 17, 2025 to avoid additional charges.**

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 25	25.00	EA	25.00 EA	625.00
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
100 Amp Drop	Estimate 5	5.00	EA	180.00 EA	900.00
200 Amp Drop	TBD	TBD	EA	360.00 EA	TBD
40 Yard Dumpster	Estimate 10	10.00	EA	234.00 EA	2,340.00
Barricade (Metal)	TBD	TBD	EA	15.00 EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00 EA	TBD
Bench (Metal)	Estimate 20	20.00	EA	15.00 EA	300.00

# EXHIBIT A

Event Information						
Cable Ramp	Estimate 50	50.00	EA	15.00	EA	750.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
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	TBD	TBD	EA	800.00	EA/DAY	TBD
Forklift	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Forklift (40 Yard Dumpster)	Estimate 40 Hours	40.00	HR	75.00	HR	3,000.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/17/2025 - 03/16/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 50	50.00	EA	15.00	EA	750.00
Portable Electronic Message Board	03/15/2025 - 03/16/2025	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	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
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

**Total: 19,990.00**

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	34.00	HR	680.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	29.00	HR	1,450.00
Janitorial Attendant	Estimate 54 Hours	54.00	HR	29.00	HR	1,566.00
Electrician	Estimate 40 Hours	40.00	HR	72.50	HR	2,900.00
Event Day						
Grounds Attendant Lead	03/15/2025 08:00AM - 06:00PM	1.00	EA	34.00	HR	340.00
Grounds Attendant	03/15/2025 08:00AM - 06:00PM	6.00	EA	29.00	HR	1,740.00
Janitorial Attendant Lead	03/15/2025 08:00AM - 06:00PM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	03/15/2025 08:00AM - 06:00PM	23.00	EA	29.00	HR	6,670.00
Electrician	03/15/2025 08:00AM - 06:00PM	1.00	EA	72.50	HR	725.00
Plumber	03/15/2025 08:00AM - 06:00PM	1.00	EA	72.50	HR	725.00
Grounds Attendant Lead	03/16/2025 08:00AM - 04:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	03/16/2025 08:00AM - 04:00PM	6.00	EA	29.00	HR	1,392.00
Janitorial Attendant Lead	03/16/2025 08:00AM - 04:00PM	1.00	EA	34.00	HR	272.00
Janitorial Attendant	03/16/2025 08:00AM - 04:00PM	23.00	EA	29.00	HR	5,336.00
Electrician	03/16/2025 08:00AM - 04:00PM	1.00	EA	72.50	HR	580.00
Plumber	03/16/2025 08:00AM - 04:00PM	1.00	EA	72.50	HR	580.00
Clean Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	34.00	HR	510.00
Grounds Attendant	Estimate 45 Hours	45.00	HR	29.00	HR	1,305.00
Janitorial Attendant	Estimate 35 Hours	35.00	HR	29.00	HR	1,015.00
Electrician	Estimate 30 Hours	30.00	HR	72.50	HR	2,175.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	03/15/2025 08:00AM - 06:00PM	1.00	EA	56.00	HR	560.00
Event Coordinator	03/16/2025 08:00AM - 04:00PM	1.00	EA	56.00	HR	448.00



# EXHIBIT A

## Event Information

### Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	34.00	HR	816.00
Parking Attendant	Estimate 48 Hours	48.00	HR	29.00	HR	1,392.00

### Safety & Security

Security Attendant - Overnight	03/12/2025 07:00PM - 07:00AM	2.00	EA	29.00	HR	696.00
Security Attendant - Overnight	03/13/2025 07:00PM - 07:00AM	2.00	EA	29.00	HR	696.00
Security Attendant - Overnight	03/14/2025 07:00PM - 07:00AM	2.00	EA	29.00	HR	696.00
Security Attendant Lead	03/15/2025 08:00AM - 05:30PM	1.00	EA	34.00	HR	323.00
Security Attendant	03/15/2025 08:00AM - 05:30PM	15.00	EA	29.00	HR	4,132.50
Security Attendant - EVOLV	TBD	TBD	EA	29.00	HR	TBD
Security Attendant - Overnight	03/15/2025 05:00PM - 07:00AM	2.00	EA	29.00	HR	812.00
Security Attendant Lead	03/16/2025 08:00AM - 03:30PM	1.00	EA	34.00	HR	255.00
Security Attendant	03/16/2025 08:00AM - 03:30PM	15.00	EA	29.00	HR	3,262.50
Security Attendant - EVOLV	TBD	TBD	EA	29.00	HR	TBD

### Technology

Technology Attendant	TBD	TBD	EA	56.00	HR	TBD
----------------------	-----	-----	----	-------	----	-----

### Outside Services

Emergency Medical Services	03/15/2025 08:30AM - 05:30PM	4.00	EA	34.00	HR	1,224.00
Emergency Medical Services	03/16/2025 08:30AM - 03:30PM	4.00	EA	34.00	HR	952.00
Orange County Sheriff Services	03/15/2025 Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
Orange County Sheriff Services	03/16/2025 Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	10.00	HR	263.00	HR	2,630.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00

**Total: 59,468.00**

### Summary

Facility Rental Total	\$116,112.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$79,458.00
Refundable Deposit	\$10,000.00

**Grand Total: \$205,570.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	Upon Signing	\$29,029.00
Second Payment	12/12/2024	\$58,847.25
Third Payment	01/13/2025	\$58,847.25
Fourth Payment	02/13/2025	\$58,847.00

**Total: \$205,570.50**

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.

# 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.

### **AMENDMENTS**

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

### **CAMPING**

Renter shall be responsible for placement of RV campers and the collection of camping fees for space rented in the designated camping area. OCFEC shall be responsible for the placement of RV campers and collection of camping fees if campers stage in the exterior parking lot prior to availability of the designated camping area. All RV camping spaces will be \$45.00 per space per night. These amounts will be deducted from final settlement.

### **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 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 Coordinator for details.

# 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.

### **PARKING FEE**

2025 Parking Fee is pending and subject to price increase.

### **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, Emerald X LLC dba Overland Expo So Cal must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Emerald X LLC dba Overland Expo So Cal must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Emerald X LLC dba Overland Expo So Cal 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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-004-25**

DATE **September 14, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **WWSRA** 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

**January 13 - 16, 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:

#### **Southern California Preview**

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

**\$23,857.00**

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.

**WWSRA**  
**726 Tenacity Drive, Unit B**  
**Longmont, CO 80504**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Cami Floros-Garrison, Association**  
**Director**

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

# EXHIBIT A

Event Information			
Event Name:	Southern California Preview	Contract No:	R-004-25
Contact Person:	Rachel Mahoney	Phone:	(303) 532-4002 x2
Event Date:	01/14/2025 - 01/16/2025	Hours:	Tuesday & Wednesday: 7:30 AM - 7:00 PM Thursday: 7:30 AM - 3:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary and Terms)	Projected Attendance:	200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
The Hangar	01/13/2025 08:00 AM - 06:00 PM	Move In	2,012.50
<b>Tuesday</b>			
The Hangar	01/14/2025 07:30 AM - 07:00 PM	Event	4,025.00
<b>Wednesday</b>			
The Hangar	01/15/2025 07:30 AM - 07:00 PM	Event	4,025.00
<b>Thursday</b>			
The Hangar	01/16/2025 07:30 AM - 03:00 PM	Event	4,025.00

**Total: 14,087.50**

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 - January 16, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Dumpster	Estimate 7	7.00	EA	20.00	EA	140.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	850.00	EVT	850.00
Portable Electronic Message Board	01/14/2025 - 01/16/2025	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>1,440.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 3 Hours	3.00	HR	29.00	HR	87.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50
<b>Event Day</b>						
Janitorial Attendant - AM	01/14/2025 07:00AM - 11:00AM	2.00	EA	29.00	HR	232.00
Janitorial Attendant - PM	01/14/2025 01:00PM - 05:00PM	2.00	EA	29.00	HR	232.00
Janitorial Attendant - AM	01/15/2025 07:00AM - 11:00AM	2.00	EA	29.00	HR	232.00
Janitorial Attendant - PM	01/15/2025 01:00PM - 05:00PM	2.00	EA	29.00	HR	232.00
Janitorial Attendant - AM	01/16/2025 07:00AM - 11:00AM	2.00	EA	29.00	HR	232.00
Janitorial Attendant - PM	01/16/2025 11:00AM - 03:00PM	2.00	EA	29.00	HR	232.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50

### Event Sales & Services

Event Coordinator	01/14/2025 06:30AM - 07:00PM	1.00	EA	56.00	HR	700.00
Event Coordinator	01/15/2025 06:30AM - 07:00PM	1.00	EA	56.00	HR	700.00
Event Coordinator	01/16/2025 06:30AM - 03:00PM	1.00	EA	56.00	HR	476.00

### Safety & Security

Security Attendant	01/14/2025 06:30AM - 07:30PM	1.00	EA	29.00	HR	377.00
Security Attendant	01/15/2025 06:30AM - 07:30PM	1.00	EA	29.00	HR	377.00
Security Attendant	01/16/2025 06:30AM - 03:30PM	1.00	EA	29.00	HR	261.00

### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
--------------------	--	------	----	--------	----	--------

**Total: 5,529.50**

### Summary

Facility Rental Total	\$14,087.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,969.50
Parking Buyout ( <i>Based upon 150 vehicles at \$12.00 each</i> )	\$1,800.00
Refundable Deposit	\$1,000.00

**Grand Total: \$23,857.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/14/2024	\$7,952.50
Second Payment	11/13/2024	\$7,952.25
Third Payment	12/13/2024	\$7,952.25

**Total: \$23,857.00**

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.

# 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.

### 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.**

### PARKING FEE

2025 Parking Fee is pending and subject to price increase.

### 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, WWSRA must comply with request.

### STATE FIRE MARSHAL

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



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-083-24 REVISED**

DATE **September 5, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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 4<sup>th</sup> Street C619**  
**Santa Ana, CA 92705**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Kimberly Sauvageau, President**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	OC Pride Festival 2024	<b>Contract No:</b>	R-083-24 REVISED
<b>Contact Person:</b>	Kim Sauvageau	<b>Phone:</b>	(714) 791-8260
<b>Event Date:</b>	10/05/2024	<b>Hours:</b>	Parade: 11:00 AM - 12:00 PM Festival: 12:00 PM - 10:00 PM

<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	10,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
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
<b>Saturday</b>			
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
<b>Sunday</b>			
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						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 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						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 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
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/05/2024 11:00AM - 11:00PM	1.00	EA	54.50	HR	654.00
<u>Parking</u>						
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
<u>Safety &amp; Security</u>						
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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$93,038.00
<b>Total:</b>		<b>\$93,038.00</b>

**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 Coordinator for details.

### **INFLATABLE AMUSEMENTS AND ATTRACTIONS**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

# 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-002-25 REVISED**

REVIEWED \_\_\_\_\_

DATE **September 13, 2024**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, **Emerald X LLC dba Overland Expo So Cal** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

#### **WITNESSETH:**

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

**March 12 - 17, 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:

#### **Overland Expo So Cal**

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

**\$182,214.00**

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.

**Emerald X LLC dba Overland Expo So Cal**  
**31910 Del Obispo Street #200**  
**San Juan Capistrano, CA 92675**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Jessica Kirchner, VP Emerald Consumer Events**

**Title: Michele A. Richards, Chief Executive Officer**

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Overland Expo So Cal	<b>Contract No:</b>	R-002-25 REVISED
<b>Contact Person:</b>	Emily Boden	<b>Phone:</b>	(317) 601-9917
<b>Event Date:</b>	03/15/2025 - 03/16/2025	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 3:00 PM

<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	10,000
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking (See Terms)		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Costa Mesa Building (#10)	03/12/2025 06:00 AM - 11:00 PM	Move In	2,412.50
Festival Field Grass	03/12/2025 06:00 AM - 11:00 PM	Move In	1,325.00
Huntington Beach Building (#12)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,912.50
Main Mall	03/12/2025 06:00 AM - 11:00 PM	Move In	975.00
Park Plaza	03/12/2025 06:00 AM - 11:00 PM	Move In	875.00
Parking Lot J (FFZ)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,875.00
Plaza Pacifica	03/12/2025 06:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	03/12/2025 06:00 AM - 11:00 PM	Move In	1,212.50
The Hangar	03/12/2025 06:00 AM - 11:00 PM	Move In	2,012.50
<b>Thursday</b>			
Costa Mesa Building (#10)	03/13/2025 06:00 AM - 11:00 PM	Move In	2,412.50
Festival Field Grass	03/13/2025 06:00 AM - 11:00 PM	Move In	1,325.00
Huntington Beach Building (#12)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,912.50
Main Mall	03/13/2025 06:00 AM - 11:00 PM	Move In	975.00
Park Plaza	03/13/2025 06:00 AM - 11:00 PM	Move In	875.00
Parking Lot J (FFZ)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,875.00
Plaza Pacifica	03/13/2025 06:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	03/13/2025 06:00 AM - 11:00 PM	Move In	1,212.50
The Hangar	03/13/2025 06:00 AM - 11:00 PM	Move In	2,012.50
<b>Friday</b>			
Costa Mesa Building (#10)	03/14/2025 06:00 AM - 11:00 PM	Move In	2,412.50
Festival Field Grass	03/14/2025 06:00 AM - 11:00 PM	Move In	1,325.00
Huntington Beach Building (#12)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,912.50
Main Mall	03/14/2025 06:00 AM - 11:00 PM	Move In	975.00
Park Plaza	03/14/2025 06:00 AM - 11:00 PM	Move In	875.00
Parking Lot J (FFZ)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,875.00
Plaza Pacifica	03/14/2025 06:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	03/14/2025 06:00 AM - 11:00 PM	Move In	1,212.50
The Hangar	03/14/2025 06:00 AM - 11:00 PM	Move In	2,012.50
<b>Saturday</b>			
Costa Mesa Building (#10)	03/15/2025 09:00 AM - 05:00 PM	Event	4,825.00
Festival Field Grass	03/15/2025 09:00 AM - 05:00 PM	Event	2,650.00
Huntington Beach Building (#12)	03/15/2025 09:00 AM - 05:00 PM	Event	3,825.00
Main Mall	03/15/2025 09:00 AM - 05:00 PM	Event	1,950.00
Park Plaza	03/15/2025 09:00 AM - 05:00 PM	Event	1,750.00
Parking Lot J (FFZ)	03/15/2025 09:00 AM - 05:00 PM	Event	3,750.00
Plaza Pacifica	03/15/2025 09:00 AM - 05:00 PM	Event	1,750.00
Santa Ana Pavilion (Parade of Products)	03/15/2025 09:00 AM - 05:00 PM	Event	2,425.00
The Hangar	03/15/2025 09:00 AM - 05:00 PM	Event	4,025.00

# EXHIBIT A

## Event Information

### Sunday

Costa Mesa Building (#10)	03/16/2025 09:00 AM - 03:00 PM	Event	4,825.00
Festival Field Grass	03/16/2025 09:00 AM - 03:00 PM	Event	2,650.00
Huntington Beach Building (#12)	03/16/2025 09:00 AM - 03:00 PM	Event	3,825.00
Main Mall	03/16/2025 09:00 AM - 03:00 PM	Event	1,950.00
Park Plaza	03/16/2025 09:00 AM - 03:00 PM	Event	1,750.00
Parking Lot J (FFZ)	03/16/2025 09:00 AM - 03:00 PM	Event	3,750.00
Plaza Pacifica	03/16/2025 09:00 AM - 03:00 PM	Event	1,750.00
Santa Ana Pavilion (Parade of Products)	03/16/2025 09:00 AM - 03:00 PM	Event	2,425.00
The Hangar	03/16/2025 09:00 AM - 03:00 PM	Event	4,025.00

### Monday

Costa Mesa Building (#10)	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Festival Field Grass	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Park Plaza	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Parking Lot J (FFZ)	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Plaza Pacifica	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	03/17/2025 06:00 AM - 12:00 PM	Move Out	No Charge

**Total: 94,325.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, Festival Field Grass, Huntington Beach Building, Main Mall, Park Plaza, Parking Lot J, Plaza Pacifica, 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 Monday - March 17, 2025 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 25	25.00 EA	25.00 EA	625.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 5	5.00 EA	180.00 EA	900.00
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
40 Yard Dumpster	Estimate 10	10.00 EA	234.00 EA	2,340.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bench (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
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	TBD	TBD EA	800.00 EA/DAY	TBD
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Forklift (40 Yard Dumpster)	Estimate 40 Hours	40.00 HR	75.00 HR	3,000.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	02/17/2025 - 03/16/2025	4.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 50	50.00 EA	15.00 EA	750.00
Portable Electronic Message Board	03/15/2025 - 03/16/2025	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	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 25 Hours	25.00 HR	75.00 HR	1,875.00

# EXHIBIT A

Event Information						
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
Total:						19,465.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	34.00	HR	680.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	29.00	HR	1,450.00
Janitorial Attendant	Estimate 54 Hours	54.00	HR	29.00	HR	1,566.00
Electrician	Estimate 40 Hours	40.00	HR	72.50	HR	2,900.00
<b>Event Day</b>						
Grounds Attendant Lead	03/15/2025 08:00AM - 06:00PM	1.00	EA	34.00	HR	340.00
Grounds Attendant	03/15/2025 08:00AM - 06:00PM	6.00	EA	29.00	HR	1,740.00
Janitorial Attendant Lead	03/15/2025 08:00AM - 06:00PM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	03/15/2025 08:00AM - 06:00PM	21.00	EA	29.00	HR	6,090.00
Electrician	03/15/2025 08:00AM - 06:00PM	1.00	EA	72.50	HR	725.00
Plumber	03/15/2025 08:00AM - 06:00PM	1.00	EA	72.50	HR	725.00
Grounds Attendant Lead	03/16/2025 08:00AM - 04:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	03/16/2025 08:00AM - 04:00PM	6.00	EA	29.00	HR	1,392.00
Janitorial Attendant Lead	03/16/2025 08:00AM - 04:00PM	1.00	EA	34.00	HR	272.00
Janitorial Attendant	03/16/2025 08:00AM - 04:00PM	21.00	EA	29.00	HR	4,872.00
Electrician	03/16/2025 08:00AM - 04:00PM	1.00	EA	72.50	HR	580.00
Plumber	03/16/2025 08:00AM - 04:00PM	1.00	EA	72.50	HR	580.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	34.00	HR	510.00
Grounds Attendant	Estimate 45 Hours	45.00	HR	29.00	HR	1,305.00
Janitorial Attendant	Estimate 35 Hours	35.00	HR	29.00	HR	1,015.00
Electrician	Estimate 30 Hours	30.00	HR	72.50	HR	2,175.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	03/15/2025 08:00AM - 06:00PM	1.00	EA	56.00	HR	560.00
Event Coordinator	03/16/2025 08:00AM - 04:00PM	1.00	EA	56.00	HR	448.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	34.00	HR	816.00
Parking Attendant	Estimate 48 Hours	48.00	HR	29.00	HR	1,392.00
<u>Safety &amp; Security</u>						
Security Attendant - Overnight	03/12/2025 07:00PM - 07:00AM	2.00	EA	29.00	HR	696.00
Security Attendant - Overnight	03/13/2025 07:00PM - 07:00AM	2.00	EA	29.00	HR	696.00
Security Attendant - Overnight	03/14/2025 07:00PM - 07:00AM	2.00	EA	29.00	HR	696.00
Security Attendant Lead	03/15/2025 08:00AM - 05:30PM	1.00	EA	34.00	HR	323.00
Security Attendant	03/15/2025 08:00AM - 05:30PM	15.00	EA	29.00	HR	4,132.50
Security Attendant - EVOLV	TBD	TBD	EA	29.00	HR	TBD
Security Attendant - Overnight	03/15/2025 05:00PM - 07:00AM	2.00	EA	29.00	HR	812.00
Security Attendant Lead	03/16/2025 08:00AM - 03:30PM	1.00	EA	34.00	HR	255.00
Security Attendant	03/16/2025 08:00AM - 03:30PM	15.00	EA	29.00	HR	3,262.50
Security Attendant - EVOLV	TBD	TBD	EA	29.00	HR	TBD

# EXHIBIT A

## Event Information

### Technology

Technology Attendant	TBD	TBD	EA	56.00	HR	TBD
----------------------	-----	-----	----	-------	----	-----

### Outside Services

Emergency Medical Services	03/15/2025 08:30AM - 05:30PM	4.00	EA	34.00	HR	1,224.00
Emergency Medical Services	03/16/2025 08:30AM - 03:30PM	4.00	EA	34.00	HR	952.00
Orange County Sheriff Services	03/15/2025 Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
Orange County Sheriff Services	03/16/2025 Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	10.00	HR	263.00	HR	2,630.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00

**Total: 58,424.00**

### Summary

Facility Rental Total	\$94,325.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$77,889.00
Refundable Deposit	\$10,000.00

**Grand Total: \$182,214.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	Upon Signing	\$23,581.25
Second Payment	12/12/2024	\$52,877.75
Third Payment	01/13/2025	\$52,877.75
Fourth Payment	02/13/2025	\$52,877.25

**Total: \$182,214.00**

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.

### CAMPING

Renter shall be responsible for placement of RV campers and the collection of camping fees for space rented in the designated camping area. OCFEC shall be responsible for the placement of RV campers and collection of camping fees if campers stage in the exterior parking lot prior to availability of the designated camping area. All RV camping spaces will be \$45.00 per space per night. These amounts will be deducted from final settlement.

### 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 Coordinator 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.

### **PARKING FEE**

2025 Parking Fee is pending and subject to price increase.

### **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.

# 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, Emerald X LLC dba Overland Expo So Cal must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Emerald X LLC dba Overland Expo So Cal must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Emerald X LLC dba Overland Expo So Cal 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.